

COLLECTIVE AGREEMENT

by and between

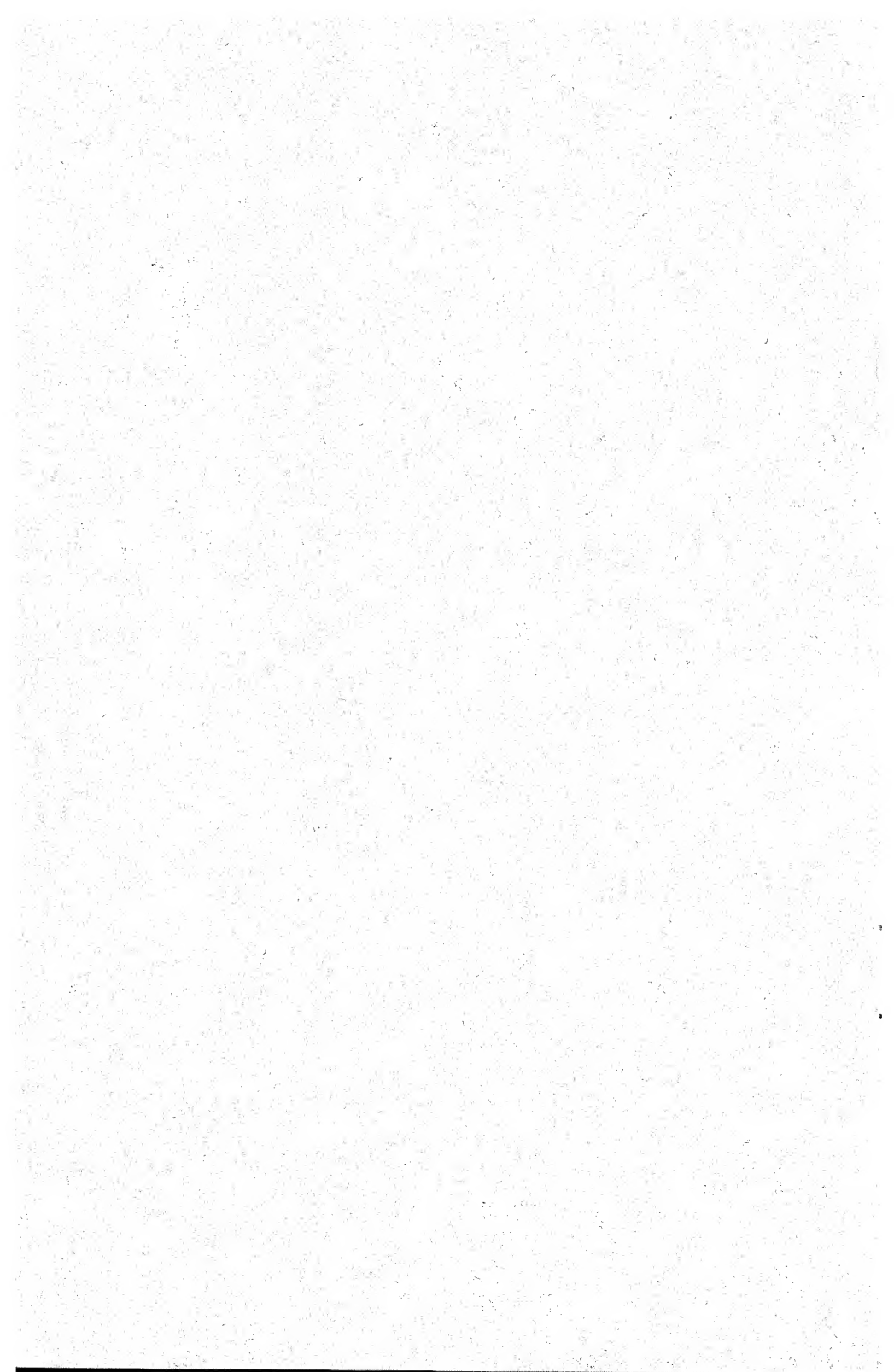
THE BOARD OF TRUSTEES OF THE BURLINGTON COUNTY COLLEGE

and

THE BURLINGTON COUNTY COLLEGE FACULTY ASSOCIATION

July 1, 1974 to June 30, 1975

THIS BOOK DOES  
NOT CIRCULATE



## TABLE OF CONTENTS

	<u>Page</u>
ARTICLE I      Recognition of Employee Representative	1
ARTICLE II     Negotiation Procedures	2
ARTICLE III    Management Rights and Responsibilities	4
ARTICLE IV    Association Rights and Responsibilities	5
ARTICLE V     Appointment, Retention and Evaluation of Instructional Staff	10
ARTICLE VI    Conditions of Employment	22
ARTICLE VII   Faculty Benefits	37
ARTICLE VIII   Academic Freedom and Tenure	54
ARTICLE IX    Instructors' Rights and Responsibilities	59
ARTICLE X     Grievance Procedure	62
ARTICLE XI    Personnel Files	70
ARTICLE XII   Summary of Agreement	72
 APPENDIX A    Faculty Load Formula	 73
APPENDIX B   Evaluation Practices, Reviews and Appeals	92
APPENDIX C   Affirmative Action and Equal Opportunity Employment	110
APPENDIX D   Payday Schedule	114



THIS AGREEMENT is entered into this 27th day of June 1974, by and between the Board of Trustees of Burlington County College, hereinafter referred to as the "Board" and the Burlington County College Faculty Association, hereinafter referred to as the "Association."

## ARTICLE I

### RECOGNITION OF EMPLOYEE REPRESENTATIVE

- A. The Board hereby recognizes the Burlington County College Faculty Association as the exclusive bargaining representative as defined in Public Laws of 1968, Chapter 303, for all full-time instructional personnel under contract to the Board including:
1. Full-time teaching faculty holding the rank of Instructor, Assistant Professor, Associate Professor or Professor.
  2. Student Development, Learning Resources and Instructional personnel having faculty rank and filling the positions of Student Development Specialist (Counselor), Librarian, Catalog Librarian, Reference Librarian, Acquisitions Librarian, A-V specialist, Coordinators or similar titles and/or positions.
- B. All other personnel are excluded from the bargaining unit.
- C. Unless the context otherwise requires, any reference to instructor, teacher, professor, faculty, instructional personnel, student development personnel and learning resources personnel as used herein shall apply to all employees in the bargaining unit as above defined.

\* \* \* \* \*

## ARTICLE II

### NEGOTIATION PROCEDURES

- A. The parties agree to enter into collective negotiations during the first week of October 1974 over a successor Agreement to be applicable to the 1975-76 fiscal year and such additional years as agreed to. Any agreement so negotiated shall be reduced to writing and be submitted for ratification to the Board and the Association. The ratified Agreement shall be formally adopted and signed by both parties.
- B. During negotiations, the representatives shall present relevant data, exchange points of view and make proposals and counter-proposals. The Board shall make available to the Association all pertinent personnel records, data and information required by law to be made available to the public including the HEGIS report.
- C. Neither the Board nor the Association shall have or exercise control over the selection of the negotiating representatives of the other party and it is mutually pledged that said representatives shall have all necessary authority to make proposals, consider proposals and make counter-proposals during negotiations.
- D. The Agreement incorporates the entire understanding of the parties on all matters which were or could have been the subject of negotiations. During the term of this Agreement, neither party shall be required to negotiate on any such matter whether or not covered by this Agreement and whether or not within the knowledge or con-

\* \* \* \* \*

templation of either party at the time this Agreement was negotiated, signed and ratified.

- E. The Board agrees not to negotiate with any faculty member individually or with any faculty organization other than the Association for the duration of this Agreement.
- F. Upon mutual consent of the parties hereto, a matter of significant impact on the entire College community may be discussed and if, as a result, an amendment is deemed necessary by both parties, such amendment shall be reduced to writing and be submitted for ratification to the Board and the Association and signed by both parties.
- G. Should any condition or provision of this Agreement be found to be in contravention of existing or future laws, statutes or regulations, then only that portion of the Agreement which becomes illegal or unenforceable thereby shall become null and void. All other conditions and provisions of the Agreement not specifically or indirectly rendered null and void shall remain in force and effect.
- H. Nothing contained herein shall be construed to deny or restrict to any teacher such rights as he may have under New Jersey School Laws or other applicable laws and regulations. The rights granted to teachers hereunder shall be deemed to be in addition to those provided elsewhere.

\* \* \* \* \*

ARTICLE III  
MANAGEMENT RIGHTS AND RESPONSIBILITIES

- A. The Board retains to itself and its appointed managers and administrators all rights, authority and responsibilities conferred by law and those commonly associated with their level of direction and control.
- B. Nothing contained in this Agreement, except those items referred to or specifically indentified, shall be interpreted to subordinate, waive, preclude or deny the Board or its designated representatives, the right to conduct the business of the College in accordance with current or past practices, policies and procedures including the contract agreement between the Board and the Association, not to perform their responsibilities as custodians of the properties of the College nor to exercise their judgment and decision action to the extent that such actions are not in contravention of the laws or Constitution of the State of New Jersey or of the United States of America.

\* \* \* \* \*



## ARTICLE IV

### ASSOCIATION RIGHTS AND RESPONSIBILITIES

#### A. General Provisions

1. The Association shall enjoy such rights and privileges as are awarded by this Agreement and by law.

#### B. Conduct of Association Business

1. Duly authorized representatives of the Association employed by the College shall be permitted to transact official Association business on college property when they do not have instructional or office hours or other assigned responsibilities scheduled and provided that such activity does not interfere with the operation of the College.
2. In recognition of services as a faculty leader and college advisor, the President of the Faculty Association shall be granted 3 points per semester and 2 points per term as part of his/her load during his/her normal contract period. In the event the President is a non-teaching faculty member, s/he will receive supplementary remuneration based on the above points multiplied by the point factor appropriate to his/her academic rank as identified in ARTICLE VI, Section B. 4. of this Agreement. In such case, the President of the Association shall fulfill the regular obligations of his/her position and work-week exclusive of time devoted to services as faculty leader and

\* \* \* \* \*

college advisor. Point values granted under this provision shall not be subject to revaluation as provided in ARTICLE VI, B.3.c.(1).

C. Use of College Property

1. With the prior approval of the President or s/his designee the Association's duly authorized representatives employed by the College may be permitted use of the College facilities and equipment, other than those assigned for their individual use (which shall not require prior approval), at such times and places that will not interfere with, delay or defer any activities or functions of the College.

D. Association Liability

1. The Association will be responsible for payment of all damages to or loss of equipment and facilities due to the fault of the Association. The Association shall supply at its own cost or reimburse the College for stationery and other consumable items required for its use in carrying on the administrative, financial or operational functions of the Association.

E. Use of College Mail and Telephone Systems

1. The Association will be permitted the use of the College communications system including internal mail and telephone systems. In all uses of the mail system for Association purposes, the contents must be identified as originating with the Associ-

\* \* \* \* \*

ation and bear the name or signature of an authorized Association representative.

2. Use of the telephone shall be limited to internal use and such outside calls as are in the regular calling area of the College system. Long distance and toll calls shall be paid for by the Association.

F. Use of Bulletin Boards

1. The Association may post notices on mutually agreeable bulletin boards. All material posted must relate to official business of the Association.

G. Payroll Deductions

1. Deductions from the payroll of any employee represented by the Association for the purpose of paying dues to a bona fide employee organization shall be made in accordance with N. J. S. A. 52:14-15.9(e) and the established business practices of the College.
  - a. All authorizations for such deductions must be submitted, in writing, by each individual member making such authorization on a mutually agreeable form at least thirty (30) days prior to the first deduction.
  - b. Deductions authorized on or before October 15, 1974, shall be made in ten (10) equal amounts beginning with the pay period ending November 15, 1974, pro-

\* \* \* \* \*

vided, however, that the total amount authorized is not less than thirty dollars (\$30.00). Deduction authorizations totaling less than thirty dollars (\$30.00) shall be made in six (6) equal amounts beginning with the pay period ending November 15, 1974. Deduction authorizations totaling ten dollars (\$10.00) or less will be made in one deduction from the November 15th payroll.

- c. Deductions authorized after October 15th shall be made in six (6) equal amounts beginning with the pay period ending February 7, 1975, if total authorized deduction is more than ten dollars (\$10.00). Those totaling ten dollars (\$10.00) or less will be made in one deduction from the February 15th payroll.
- d. Remittance of deductions shall be made to the Association Treasurer by the College Business Office no later than the 15th of the month following that in which the deductions were made.
- e. The following represents eligible employee organizations:
  - (1) Burlington County College Faculty Association
  - (2) National Education Association and/or its higher education affiliate
  - (3) New Jersey Education Association and/or its higher education affiliate
  - (4) Association of New Jersey County College Faculties
  - (5) Burlington County Teachers Federal Credit Union

\* \* \* \* \*

#### H. Nondiscrimination Provisions

1. The Board reiterates its determination to continue its established policy of prohibiting discrimination against any faculty member on the basis of race, creed, color, religion, national origin, sex, age, marital status or membership or participation in political activities or the lack thereof.
2. This determination by the Board is reflected in its adherence to Board Policy #156 and Administrative Procedure #157, Affirmative Action and Equal Opportunity Employment, noted as Appendix C. All required information resulting from implementation of such policy and procedure shall be forwarded in writing to the President of the Association.

\* \* \* \* \*

ARTICLE V  
APPOINTMENT, RETENTION AND EVALUATION OF  
INSTRUCTIONAL STAFF

A. Appointment of Instructional Staff

1. Initial Appointment

- a. Members of the instructional staff will be appointed in accordance with guidelines established by the Board. In making appointments, the Board of Trustees shall act upon the recommendation of the President, which may be made after consultation with faculty and administrative officials and a designee of the Faculty Association. Initial salaries will be determined on an individual basis by the President or s/his designee.

2. Teaching Faculty Contract Year

- a. The initial contract period for full-time, 10-month teaching staff will include the Fall Semester, Winter Semester and Spring Term or the Summer Term, Fall Semester and Winter Semester. The faculty member's contract period may not be changed without his/her prior written approval.

B. Retention of Instructional Staff

1. Reappointment

- a. The Board shall issue renewal contracts to all instructional personnel approved for reappointment not later

\* \* \* \* \*

than March 15th of each year provided the master agreement has been negotiated, reduced to writing and ratified by both parties at least 15 calendar days prior to that date. In the event such Agreement has not been concluded, then individual contracts shall be issued within 15 calendar days following ratification of such Agreement.

- b. The President of the Faculty Association and the appropriate Division Chairperson and/or Administrative Supervisor shall receive on March 29 or 14 days after individual contracts have been issued, whichever is later, a list, from the Office of the President of the College, of all faculty members who have not returned signed contracts. Failure of instructional personnel to return a signed contract to the Office of the President of the College within 16 calendar days of issuance may be interpreted that reappointment is not desired and that the person has resigned. Exceptions may be made upon written request for extension. Such request must include a specific date by which the instructor will submit the contract which shall not be more than 10 calendar days beyond original due date unless otherwise agreed to by the President of the College.

\* \* \* \* \*

2. Non-reappointment

- a. In the event the Board does not intend to reappoint a faculty member, notice of non-reappointment shall be given, in writing, in accordance with the following schedules:

- (1) Faculty whose initial contract was effective on or after June 1, 1971, and not later than June 30, 1974, shall have an option of a 3- or 5-year tenure period as provided by N. J. S. A. 18A-60-1 et seq. Under these provisions of either tenure period, the following non-reappointment notice shall apply:

<u>3-Year Tenure</u>	<u>5-Year Tenure</u>
2nd Yr. Contract - Mar. 15 of 1st year	Mar. 15 of 1st year
3rd Yr. Contract - Jan. 15 of 2nd year	Jan. 15 of 2nd year
4th Yr. Contract - Dec. 15 of 3rd year	Dec. 15 of 3rd year
5th Yr. Contract -	Dec. 15 of 4th year
6th Yr. Contract -	Nov. 30 of 5th year

- (2) Faculty whose initial contract shall be effective on or after July 1, 1974, shall be subject to a 5-year tenure period and non-reappointment shall be subject to the 5-year schedule shown in Par. (1) above.

\* \* \* \* \*



- b. All such notices are to be given no later than the dates shown, but nothing contained herein shall preclude earlier notice. In the event any date shown above falls on a day when the College is not normally in operation, then such notice shall be given by the regular operational day preceding such date.
- c. Delivery of such notice shall be made personally to the faculty member affected if s/he is on campus on the required date. In the event such personal delivery is impossible, then certified mail may be used as the delivery agent in which case constructive delivery as evidenced by the date of the certified receipt shall be acceptable.

3. Resignations

- a. Instructional personnel who wish to resign shall submit such resignation, in writing, to the President of the College at least 60 days prior to the effective date of such resignation.

4. Appointment of Adjunct Faculty

- a. The Board will hire adjunct faculty for teaching assignments under the following conditions:
  - (1) Overload assignments within the regularly scheduled college workweek shall be offered to qualified full-time faculty before any such offerings are made to other staff or non-full-time employees.

\* \* \* \* \*

- (2) Such teaching assignment will be restricted to the division or department to which the faculty member is normally assigned unless a chairperson of another division requests otherwise and has common agreement with the faculty member's division or department head.
- (3) Excluded from this arrangement are all personnel who are not members of the bargaining unit as defined in ARTICLE I of this Agreement.
- (4) When the number of qualified full-time faculty desiring such course assignments exceeds the number of vacancies available, the following sequence of criteria shall apply in making assignments:
  - (a) Experience in teaching the course
  - (b) Seniority
  - (c) Academic preparation
  - (d) Rank
- (5) Full-time counselors shall be offered counseling assignments in excess of their normal workweek before adjunct counselors are employed. Such hours in excess of 37 1/2 per week shall be reported to the Director of Guidance and Counseling when such overtime has been previously approved by him and shall be compensated at straight hourly rates for overtime hours under 40 and one and one-half times hourly rates for hours in

\* \* \* \* \*

excess of 40. Assignment of overtime work shall be determined by the Director of Guidance and Counseling.

- (6) No instructor shall be permitted to carry more than 52 load points per semester or 26 points per term without approval of the Dean of Instruction.
  - (7) When ranked instructional personnel below the level of Division Chairperson, whose normal duties are other than teaching, are approved to teach a course and if such teaching is in addition to their regular duties, these personnel shall be compensated on the basis of the application of the same load measurement as applied to 10-month faculty overload using their regular duties as basic load. Such calculations shall be made using the faculty member's 10-month salary and current faculty rank as provided elsewhere in the Agreement.
  - (8) Payments to personnel thus engaged shall be made on the same schedule as adjunct and overload payments.
  - (9) When overload or adjunct positions have been filled in accordance with the above procedure and positions are still available, the Board shall make every attempt to hire qualified persons committed to the systems approach. Otherwise, the Board shall be free to exercise its independent judgment in the selection of adjunct faculty to teach all credit and non-credit courses.
- b. When offered an overload, a faculty member must decide whether to accept or reject such offer within three (3) working

days or one (1) week before course begins, whichever is later. Rejection shall release the Board from further obligation to offer overload to that faculty member during the semester or term in which rejection takes place and to permit offer of such rejected course(s) in accordance with Paragraph 4. a. (9) above.

C. Contract Content

1. The official contract shall include:
  - a. The dates for which the appointment is effective (contract period)
  - b. The salary
  - c. Academic rank
  - d. The division or department to which s/he is assigned
2. When known, other specific activities for pay (coaching, etc.) which are expected of the faculty member will be included in a supplementary contract.

D. Summer Assignments

1. Teaching or other supplemental summer term assignments for personnel on regular 10-month contracts shall be considered for those represented staff members who apply for them in accordance with the following procedures:
  - a. Applications for summer teaching, counseling, librarian or similar work will be accepted only during the period March 15th to April 15th.
  - b. Applicants must state the course(s) they are willing and qualified to teach or work they are qualified to perform.

\*\*\*\*\*

- c. Based on the number of student applicants, past enrollment experience and projected enrollments, tentative summer teaching appointments will be made no later than two weeks prior to the first day of classes.
- d. Summer non-teacher appointments based on identified skills needed will be offered to qualified personnel not later than two weeks prior to the beginning of the scheduled contract period.
- e. The faculty member to whom such appointments are offered will notify the respective Division Chairperson or Administrative Supervisor of acceptance or rejection not later than one week prior to the start of classes or supplemental contract period.
- f. At the close of regular registration, the Dean of Instruction will determine these courses which have sufficient enrollment. A course not considered to have sufficient enrollment should not be cancelled prior to consultation with the faculty member intended to teach that course.
- g. From among those qualified personnel who applied to teach courses, final assignments will be made according to the following priority:

- (1) Full-time faculty members
- (2) Adjunct faculty members

\* \* \* \* \*

h. When the number of qualified full-time represented personnel desiring supplemental summer employment exceeds the number of vacancies available, the following sequence of criteria shall apply in filling vacancies:

(1) Experience in teaching the course or performing the needed specific task at Burlington County College

(2) Seniority

(3) Academic preparation

(4) Rank

i. No teaching faculty member shall be permitted to teach more than two (2) courses in supplemental terms unless all qualified full-time faculty in his/her subject field desiring supplemental teaching assignments have been employed.

E. Student Development and Learning Resources Personnel and Curriculum Coordinators

1. Represented personnel in the Office of Student Development, the Division of Learning Resources and Coordinators in the instructional divisions shall have the option of receiving 10- or 12-month contracts for the 1974-75 contract period. Under either option, these personnel shall work a 37-1/2 hour workweek except Coordinators whose work schedule shall be determined by mutual agreement with their Division Chairperson.

\* \* \* \* \*

2. These contract periods may not be changed except with agreement by the applicable Division Chairperson or Administrative Supervisor.
3. Personnel who accept the 12-month contracts shall be subject to the official college calendar and workdays applicable to personnel employed on a year-round basis and salaries payable under such contracts shall be in accordance with provisions found in ARTICLE VI of this Agreement.
4. Supplementary contracts covering periods other than that provided in the 10-month contract referred to in Paragraph 1, may be offered to represented personnel at any time that anticipated need is identified. Compensation for such supplementary contracts shall be on an actual worked day rate to be calculated on the basis of the regular 10-month contract salary applicable to the period during which the work is performed. Daily rates are determined by dividing the 10-month contract salary by 182.
5. Represented personnel shall have the right to accept or reject such offers of supplementary contracts provided that such decision must be made and communicated to the applicable supervisor no later than one week after such contract is offered.

F. Reduction in Staff

1. Whenever it is necessary to decrease the number of instructional staff because of insufficient funds or a substantial decrease of

\* \* \* \* \*

student population within the College, the Board of Trustees, upon recommendation of the President, may cause the necessary number of staff, beginning with non-tenured persons in reverse order of college service in specific subject matter and organizational areas of the College to be placed on leave of absence without pay. No teacher placed on a leave of absence shall be precluded from securing other employment during the period of such leave of absence.

2. Each individual placed on leave of absence shall be reinstated according to the needs of the College as related to demands within specific areas. Such reemployment shall not result in a loss of status or credit for previous years of service. No new appointments shall be made while there are available persons on leave of absence who are 65 years of age or less and who are adequately qualified to fill the vacancy unless such persons shall fail to advise the President, within thirty days from the date of notification by certified mail from the President that positions are available to them, that they will return to employment and will assume the duties of the position to which appointed not later than the beginning of the college year next following the date of said notice by the President.

G. Evaluation of Personnel

1. The Board retains its right to establish policy governing the evaluation of instructional personnel in the performance of

\*\*\*\*\*



of their assigned contractual positions. Toward this end, the Board and the Association agree that the EPRA document (revised March 1974) will be a part of this Agreement and attached as Appendix B.

#### H. Miscellaneous Provisions

1. In the event it becomes necessary to hire a full-time faculty member for less than a 10-month period, s/he shall be paid on a prorated basis for that period of time which s/he is employed. S/he shall be accorded all privileges of a full-time faculty member.
2. No adjunct faculty member shall be assigned a full teaching load.

\* \* \* \* \*

ARTICLE VI  
CONDITIONS OF EMPLOYMENT

A. Teaching Load

1. Based on the formula detailed in Appendix A, the normal teaching load of a faculty member under a 10-month contract during the 1974-75 contract period will be expressed in terms of 90 points. Performance of this obligation will be discharged within the contract period specified on the individual contract. Any alternatives will comply with those specified herein.
2. Due to potential variables in point load from semester to semester within the contract period, a faculty member shall have met his contract requirement when credited with 87-90 points and no variance in salary payment shall be made under these conditions.
3. Points are accumulated on the basis of values determined to apply to each of four factors: Preparation, Contact, Student Evaluation, plus Special Assignments, if applicable.
4. Faculty Load Summaries will become a part of the faculty member's Division Chairperson's file and will be submitted to such functions of the College as shall be necessary to establish and validate adequate payroll records.
5. In the event of a conflict of interpretation of load value between a faculty member and his/her Division Chairperson, each shall request a faculty member and a Division Chairperson, respec-

\* \* \* \* \*

tively, from another division to review the load calculation in dispute and to decide on the correct interpretation.

6. It is not the intent of this formula to increase a faculty member's load above that of his/her 1970-71 contract year.

B. Overload and Underload

1. Normal load for a 14-week semester is defined as 36 points while normal load for a 7-week term when part of a regular 10-month contract is defined as 18 points.
2. Overload may be earned by any of the following methods:
  - a. Accumulation during the Fall Semester of more than 36 points.
  - b. Accumulation during the Fall and Winter Semesters of more than 72 points.
  - c. Accumulation during the Fall, Winter and Spring or Summer, Fall and Winter Semesters of more than 90 points.
3. Overload points are accumulated by application of the Load Formula as outlined in Appendix A of this Agreement.
  - a. Accumulation of total load shall begin with a base representing all points applicable to non-teaching activities.
  - b. To this base shall be added, in a sequence to be determined by the faculty member, the individual course point values as determined by use of the Instructional Load Analysis form.
  - c. If the total points thus accumulated exceeds the semester or

\* \* \* \* \*

term basic point requirements as referenced in Par. 1. ,  
the faculty member shall be entitled to be paid for such  
excess points at a rate which shall be the greater of

(1) Total points over 36 (or 18) multiplied by .67 with  
the product multiplied by the faculty member's  
applicable rank rate as determined in Par. 4. here-  
in, or

(2) Course rate applicable to Senior Adjunct Faculty Mem-  
ber of equal faculty rank for full course loads above 36  
(or 18) or a proportionate amount where excess does  
not equate to full course value.

4. Overload shall be paid at the greater of the following rank rates  
per point earned during the contract years indicated:

a. Instructor	- 10-month salary ÷ 103 or	<u>FY '75</u> \$129.00
b. Asst. Prof.	- 10-month salary ÷ 103 or	\$142.00
c. Assoc. Prof.	- 10-month salary ÷ 103 or	\$154.00
d. Professor	- 10-month salary ÷ 103 or	\$166.00

5. Payment of one-half of the earned overload shall be made on the  
regular payroll date after submission of mid-semester grades  
and the balance shall be paid on the regular payroll date follow-  
ing submission of final grades.

6. Underload shall be prevented to the extent that the College

\* \* \* \* \*

shall provide the faculty member with sufficient work to earn not less than 35 points in each of the Fall and Winter Semesters and 17 points in the Spring or Summer Terms as provided in individual contracts.

7. All calculations and provisions of this section and its paragraphs shall become effective with the Summer Term of the 1974-75 academic year.

#### C. Contract Alternatives

1. Faculty members may discharge their total contractual responsibilities by earning not less than 87 or more than 90 points during any full scheduled semesters or terms of his/her individual contract.
2. Application to complete contract requirements in less than ten months as provided in Par. C.1. must be received by the applicable Division Chairperson and the Dean of Instruction not less than 30 days prior to the start of the first semester or term of the contract period. Response to such applications will be transmitted, in writing, within 15 days of receipt.
3. Faculty members approved for such alternative shall not exceed 25% of the total contracted faculty as of the beginning of the academic year and such arrangements shall be considered in the order in which applications are received.
4. Faculty choosing and approved for this method of contract performance will be paid on the same schedule as all 10-month contract personnel, even though their actual performance term may

\* \* \* \* \*

be reduced by the terms and conditions of this alternative.

5. If a faculty member chooses and is approved for the alternate and accelerated method of meeting his contract performance requirements, the Board shall be under no obligation to provide additional employment during that term (Spring or Summer) which, as a result of such acceleration, leaves the teacher free to pursue his originally stated objectives.

D. Summer or Spring Term Load under Supplemental Contracts

1. When the Summer or Spring Term are not part of a faculty member's regular 10-month contract and where such instructor is offered and accepts a Summer or Spring Term assignment, the load for such assignment shall be calculated under the same formula as provided herein, but cumulative points shall be re-valued to 75% of their total.
2. The normal Summer or Spring Term load under supplemental contracts shall total 17-18 points and an instructor shall have met supplemental contract requirements when credited with such points.
3. The faculty member may choose, as most beneficial alternate, to be paid at the applicable Senior Adjunct Faculty Member rate multiplied by the total semester credit hours course load (plus any excess contact hours) of his supplemental contract.
4. Total number of load formula points per course for Spring and

\* \* \* \* \*

Summer teaching shall be at the same rate as if the course were being taught during the 14-week Fall or Winter Semester. In the event fewer tests are being given during the Spring or Summer Terms, the point values for evaluation will be determined on a pro rata basis.

5. Payments for supplemental Spring or Summer Term contracts shall be on the basis of calculated load points times dollar value as determined by the process described in Paragraph B. 4 of this ARTICLE and paid on the same type of schedule as defined herein.
6. Payment of contract amounts due under these provisions shall be in accordance with the payroll calendar in effect for all personnel of the College. See Appendix D.

E. Exceptions

1. Due to the experimental nature of this method of work measurement, it is agreed that periodic evaluations of its effectiveness may take place during the life of this contract, but that such discussions will not result in any changes, deletions, substitutions or variations in the basis or method of application of the formula during this contract period.

F. Grievability

1. For the purpose of these evaluations, no determination reached hereunder shall be grievable.

\* \* \* \* \*

#### G. Office Hours

1. Each faculty member should schedule no fewer than five (5) hours per week when s/he will be available for consultation with students. Such hours shall be in addition to his/her scheduled classes and may not conflict with any college-wide function at which s/his attendance is required.
2. Not later than fifteen (15) days after the beginning of a semester or term, a schedule of these hours will be posted on the faculty member's door and furnished to the clerical staff in s/his office area and to s/his Division Chairperson.

#### H. Instructional Workweek

1. The official college day is 8:00 AM to 10:30 PM, Monday through Friday. Full-time instructional staff may receive assignments during this period. However, any assignment after 4:30 PM will not be made without the prior approval of the faculty member.
2. Every effort will be made to ensure that (1) the normal individual workday falls within an eight hour period and that the regular assignments of instructional personnel are fulfilled within a five day week; (2) there be no more than four (4) hours between the end of one class and the beginning of the next class; (3) where the instructor's schedule includes classes both before noon and after noon, at least one hour between 11:30 AM and 2:30 PM shall be unassigned unless the instructor agrees to the contrary;

\* \* \* \* \*



(4) no teacher shall teach more than three (3) consecutive courses and (5) the individual schedule shall not include more than two (2) nights per week.

3. When an evening assignment is made part of the faculty member's teaching schedule, there shall be at least twelve (12) hours between the end of that class and the beginning of the first class the next day.
4. No faculty member shall be assigned to classes held on Saturday or Sunday without his or her prior written permission.
5. When extenuating circumstances affecting course or class scheduling require deviations in the working hours, number of evening classes or days to be worked as referenced herein, such changes shall be mutually agreed to by the faculty member(s) affected, s/his Division Chairperson, a representative of the Faculty Association and the Dean of Instruction.
6. Student Development specialists and librarians with teaching responsibilities may have the number of hours in their normal workweek reduced by their immediate supervisor based on the proportion of time devoted to teaching.
7. Personnel scheduled to work a 37 1/2 hour week shall, upon prior approval of the appropriate supervisor to work overtime, be compensated for hours in excess of 37 1/2. Such compensation shall be a straight hourly rate for hours under 40 and at one one-half hourly rates for hours in excess of 40.

I. Switching Assignment

1. With the approval of the Dean of Instruction or s/his designee, instructional personnel may be allowed to switch assignments provided they were scheduled to teach a similar course and are qualified for the substitute assignment.

J. Attendance at College-wide Functions and Meetings

1. Faculty shall not be required to attend more than one college-wide function (excluding faculty meetings) each semester. Faculty members shall be given at least two weeks notice of events which they are required to attend.
2. Faculty shall be given at least two weeks notice of academic events (faculty meetings, colloquia, etc.) which they are required to attend. These events shall not exceed three (3) per semester.
3. Faculty members attending these functions for which academic attire is required shall have said attire provided for by the college at no cost to the faculty.

K. Miscellaneous

1. The Board shall provide clerical support to meet the needs of the academic personnel as agreed to by the Division Chairperson.
2. The College shall compensate for privately owned automobile travel expenses incurred by an instructor assigned a teaching assignment off-campus at the rate of 12¢ per mile, unless an

\* \* \* \* \*

instructor carries \$100,000/\$300,000 liability insurance, then he will receive 14¢ per mile. This shall be followed whether the assignment is an overload or part of the instructor's regular load. The Board shall compensate travel expenses incurred by a faculty member on authorized field trips and other off-campus instructional activities.

3. Within the current facilities of the College Center, Physical Education Center and East Campus Center, the Board shall provide each instructor with a private office therein, equipped with a telephone, desk, bookcase, filing cabinet and chairs. No faculty member shall be relocated without his/her prior approval.
4. At the inception of each semester or when appropriate, the Board shall provide each instructor with the necessary office and instructional supplies and learning resources support subject to budgetary limitations and approval of s/his Division Chairperson to meet the needs of the students within the instructional area.
5. The Board shall provide, at no charge, a parking space for each faculty member and shall forbid students to park there. The number of spaces shall be at least equal to the number of staff members and shall be clearly marked and lighted. There shall be no special parking privileges extended to any member of the

\* \* \* \* \*

staff except for reasons of health. Faculty shall at all times adhere to the current parking and traffic regulations of the College. The Board shall provide security protection for faculty cars while parked on college property. Faculty members who are ticketed for traffic violations shall have full right of appeal through the established exceptions and appeals procedures.

6. Teaching of non-credit courses will be optional with the faculty member.
7. Faculty members on 10-month contracts shall not be required to participate in meetings, committee work, etc., during periods not covered by their contracts. Any faculty member who does not participate in any of the above mentioned activities at the College's request shall be compensated at a daily rate according to his/her work and salary. Nothing herein shall preclude a faculty member from voluntary participation in such activities.
8. Work assignments at locations other than the Pemberton Campus may be made by mutual agreement of the faculty member(s) involved and their Division Chairperson.

#### L. Salaries

1. Salaries for the 1974-75 contract year for represented personnel shall be as follows:
  - a. Personnel with rank of Instructor will be increased by

\* \* \* \* \*

\$1120; personnel with rank of Assistant Professor will be increased by \$1200; personnel with rank of Associate Professor will be increased by \$1300; personnel with rank of full Professor will be increased by \$1425.

b. Maximums

- (1) Instructor - \$14,000.
- (2) Assistant Professor - \$16,500.
- (3) Associate Professor - \$19,500.
- (4) Full Professor - \$22,500.

c. No member of the unit will exceed the respective maximum established for each rank (Par. b).

d. The increases listed in Par. a. shall apply to all members of the unit whether they are employed under a 10- or 12-month contract.

2. All salary increases shall be upon the recommendation of the President based upon satisfactory evaluation including evidence of professional commitment to the instructional systems approach which is defined as the application of a systematic instructional model to the development, implementation and evaluation of each course. The basic system requires that each teacher:

- a. Specify instructional objectives in terms of learning outcomes (student performance).
- b. Develop definite strategies leading to the achievement of these outcomes.

\* \* \* \* \*

- c. Evaluate student performance by methods that will determine the extent to which the outcomes have been met.
  - d. Utilize evaluation results and other appropriate feedback data to modify for improvement to the first three elements.
  - e. Where appropriate and mutually agreed upon by faculty member and Division Chairperson, concurrent alternate instructional strategies will be developed to provide students some choice in learning pathways leading to achievement in order to individualize learning experiences to meet the needs of a heterogeneous student population.
3. Sponsorship of all student clubs and organizations shall be on a voluntary basis, and optional with faculty members. Faculty members who are employed with the understanding that they will be responsible for coaching or sponsoring the following activities or who, subsequent to employment, agree to assume such responsibilities shall be compensated within the following ranges:
- |                  |                 |            |
|------------------|-----------------|------------|
| a. Basketball    | \$1,200 - 2,000 | Head Coach |
| b. Baseball      | 1,200 - 2,000   | Head Coach |
| c. Soccer        | 1,200 - 2,000   | Head Coach |
| d. Wrestling     | 1,200 - 2,000   | Head Coach |
| e. Cross Country | 640 - 1,000     | Head Coach |

\* \* \* \* \*

f. Tennis	\$ 640 - 1,000	Head Coach
g. Golf	640 - 1,000	Head Coach
h. Field Hockey	640 - 1,000	Head Coach
i. Newspaper	640 - 1,000	Sponsor - per semester
j. Cheerleading	640 - 1,000	Head Coach
k. Theatre	1,200 - 2,000	Sponsor
l. Trainer	1,200 - 2,000	
m. Fencing	640 - 1,000	Head Coach
n. Swimming	1,200*- 2,000	Head Coach

\*Salary will be on a parity with head coaches of baseball, soccer and wrestling in 1975-76. (1974-75 salary - \$1,200.)

4. With the approval of the Dean of Instruction, the Chairperson of the Division of Health, Physical Education and Athletics, and the appropriate Head Coach, Assistant Coaches when appointed, shall be compensated at rates not exceeding 50% of those paid the Head Coach as mutually agreed upon between the Assistant Coach and the Chairperson of the Division of Health, Physical Education and Athletics.
5. Supplements for activities identified in Par. 3 shall be compensated in the 1974-75 contract period at 108% of the supplement paid in 1973-74, except with regard to the position of Head Coach of Swimming, which shall be at the established salary set forth in Paragraph 3.n. When an activity is initiated and compensated

\* \* \* \* \*

during either of these periods, it shall be at a rate consistent with the schedule in Par. 3 with increase, if applicable, at percentages indicated herein.

M. Method of Payment

1. All payments will be in conjunction with regularly scheduled pay dates.

N. Promotion in Rank

1. The following increments will be granted upon promotion in academic rank for the contract period indicated:

	<u>1974-75</u>
a. Instructor to Asst. Professor	\$400
b. Asst. Professor to Assoc. Professor	\$500
c. Assoc. Professor to Professor	\$600

2. When a promotion in rank is granted, the new academic year salary will be computed by adding any contracted increase and the promotional increase in that order.

O. Summer Fellowships

The Board agrees to set aside in its fiscal year '75 budget, a sum of at least \$12,000. These monies shall be utilized as remuneration for fellowships granted by the Board during that fiscal year. The recipients of and remuneration for any individual fellowships shall be recommended by a joint Faculty-Administrative fellowship committee to the Dean of Instruction and the President for their actions.

\* \* \* \* \*



ARTICLE VII  
FACULTY BENEFITS

A. Leaves and Absences

1. General Provisions

- a. All leaves, with or without pay, are subject to approval of the Board.
- b. All applications for leave must be in writing to the Division Chairperson with copies to the Dean of Instruction and the President, and submitted sufficiently in advance of the desired effective date to provide for approval processing. Exceptions to this provision may be made in case of illness, family death, or national, state or local emergencies. Application must fully explain purpose and duration of leave and include appropriate substantiation.
- c. Employee must present pre-employment physical fitness certificate before returning from leaves which involved travel outside the continental United States.
- d. Requests for long-term leave for education, experiential or enrichment purposes must clearly demonstrate common benefit to the College and the individual.

B. Types of Leaves and Absences

1. Sick Leave Salary Continuation Plan

- a. Effective July 1 of each contract year, the Board will es-

\*\*\*\*\*

establish a salary continuation pool at the rate of ten days (10) per contract year for each full-time faculty member on the payroll as of the first pay date of the contract period. Additional credits to such pool may be continued at this rate without limit provided such program shall be sustained by subsequent Agreements.

- b. Charges against the pool shall be made for any day's absence due to personal, non-employment related accident or illness of a faculty member whose employment shall have created a credit to the pool.
- c. Should the absence, due to illness referenced in Par. b., not require the cancellation of a class or classes of the absent instructor due to the voluntary provisions of a qualified substitute instructor from the same division and with notice to and approval of the appropriate Division Chairperson, then in such case, no charge shall be made against the pool.
- d. Single incident charges against the pool in excess of five (5) consecutive days shall require the provision of a medical certificate indicating the nature and dates of claimed illness and approval of the instructor's return to normal duties.
- e. Absences not covered by qualified substitute, as provided in Par. c., will be reported on a form provided by the Personnel Department and shall bear the recognition and approval

of the Division Chairperson. Record of such absences may be recorded jointly by the Association and the Board. Within 30 days after the end of the contract year, the Board shall provide a settlement report, itemizing all credits and charges made to the pool and the remaining available balance.

- f. As long as an unused balance remains in the pool, no faculty member shall suffer loss of pay due to absence for illness as prescribed herein. No charges may be made against the pool for absences other than the personal illness of the faculty member.
- g. Faculty members, who are employed subsequent to the beginning of the contract year, shall have credited to the pool a number of whole days equal to the extent that s/his individual contract is less than 10 months.
- h. No claim for compensation of unused salary continuation credits shall be made by an individual faculty member or by the Association either on its own behalf or on behalf of any member or group of members. In the event a statute is enacted that would allow an individual to use personal accumulated sick leave upon retirement, then this clause shall be amended to conform to the said statute.
- i. No claim for pool credits shall be made by any faculty member whose absence is due to a workmen's compensation injury or

\* \* \* \* \*

illness as prescribed by law nor who is eligible for long-term disability compensation as provided by the applicable retirement program of which the instructor is a qualified member.

- j. In the even a faculty member shall desire to claim against the pool by reason of her pregnancy, such claim shall be permitted only upon submission of a statement from a physician verifying the fact of pregnancy, setting forth the anticipated date of delivery and the date after which the faculty member should not continue active employment. After the termination of pregnancy, the faculty member shall be entitled to claim against the pool only so long as her physician certifies that she is unable to return to her employment. In no event shall a faculty member be entitled to claim against the pool for absence occasioned solely for child rearing after she is medically able to return to work. The Board reserves the right to request the faculty member to be examined by a physician designated by the Board at its expense.

## 2. Personal Leave

- a. Leave with pay, not to exceed three (3) days per fiscal year, may be granted for personal needs which cannot be satisfied outside of normal working hours. Upon five (5) day's notice, in writing, such leave shall be granted by the Division Chairperson.

\* \* \* \* \*

### 3. Sabbatical Leave

- a. A leave of up to one (1) academic year may be granted by the Board, subject to available funds and on recommendation of the President, to instructional personnel who have completed seven (7) years of service at the College. Such leaves shall be in recognition of significant service and for the purpose of encouraging advance study or personal intellectual enrichment.
- b. Application for sabbatical leave shall be made in writing and addressed to the President with copies to the Division Chairperson and Dean of Instruction, by January 1 preceding the college year within which the leave is desired. If a change of circumstances (which would have precluded a January 1st application) make a later application necessary, it may be accepted by the President, but not later than June 30th. Action on these late requests will be based on Board approval following review and decisions on all applications received by January 1st.
- c. The application must be accompanied by a statement of a well-considered plan. Upon returning to the College after sabbatical leave, a full report regarding the use of the sabbatical leave shall be presented to the President for transmission to the Board of Trustees.

\* \* \* \* \*

- d. Sabbatical leave may be granted for a full academic year or either half of a full academic year. A full year's leave will be compensated at one-half applicable annual salary while a half academic year's leave will be compensated at full applicable salary. An individual on sabbatical leave shall not render services for compensation to another enterprise or institution. This provision does not preclude the acceptance of a fellowship or other assistance in research, but in each case, the source of additional funds and the fact that their use materially aids the planned research program of the recipient shall be fully revealed in the application for sabbatical leave.
- e. Instructional personnel, who are granted sabbatical leave, are expected to return to their duties at the College for at least one (1) year. If they do not return to the service of the College, the entire compensation of the sabbatical leave period must be returned to the College.
- f. All regular benefits and accrual of service credits shall continue in effect during the period of absence. Upon return from leave, the instructor shall be placed in the same or similar position which s/he held and at the same salary which s/he would have attained had the leave not been taken.

#### 4. Bereavement Leave

- a. Instructional personnel shall be entitled to three (3) days

\* \* \* \* \*

leave with pay upon the death of a member of his immediate family. Immediate family is interpreted as spouse, children, sibling, parents, grandparents, foster parents, step-parents, stepchildren, parent or grandparent of spouse.

- b. Bereavement leave for other relatives is limited to one (1) day with pay.
- c. Upon request, additional days may be granted by the President without loss of pay.

5. Jury Duty or Legal Leave

- a. Full-time instructional personnel, who are summoned and report for jury duty or are subpoenaed and report as a witness in any judicial hearing shall be granted leave of absence upon presentation of venue order or subpoena. College will pay the difference between jury duty allowance or witness fees and regular salary for required period of absence.

6. Military Leave

- a. Military leave without pay shall be granted to any faculty member who shall be inducted or enlist for one (1) enlistment period in any branch of the Armed Forces of the United States.
- b. Leave shall be granted without pay to enable a faculty member to fulfill Reserve or National Guard commitments.

\* \* \* \* \*

- c. All reenployment rights provided by existing or enacted legislation shall accrue to such faculty member.
- 7. Short Term Leave (less than one year)
  - a. Applications for leaves without pay of less than one year's duration may be submitted to the Division Chairperson in accordance with the general provisions of Section A of this Article after completion of not less than six months service.
  - b. The leave when granted, shall not exceed the time specified in the authorization and upon return, the staff member shall be placed at the same salary which was in effect at the beginning of such leave, unless a new individual contract has been offered and accepted during the period of absence.
  - c. Upon application, an extension of short term leave may be approved by the President.
- 8. Long Term Leave (one year or longer)
  - a. Instructional staff members are eligible for leave of absence without pay after one (1) academic year of service to the College. Long term leave is defined as a period of one year or longer.
  - b. Application for such leave shall be made in writing and addressed to the Division Chairperson, with copies to the President and the Dean of Instruction, by March 15th preceding the beginning of the contract period for which the

\* \* \* \* \*



leave is desired. The application must be accompanied by a statement of the reason for the leave of absence.

- c. The application for a leave of absence will be considered on its individual merit and circumstances and the determination of whether or not the request shall be granted rests solely on the discretion of the President. A request for a leave of absence shall be answered by the President within thirty (30) days. An authorization for a leave of absence shall be in writing.
- d. A leave of absence, when granted, shall not exceed the time specified in the authorization. Such leaves of absence may be extended at the discretion of the President, but written authorization is required in such cases.
- e. Upon return from such approved leave of absence, the staff member shall be placed at the position on the salary schedule held at the time the leave of absence began. In the case of having been approved for a new contract, prior to the beginning of such leave, he shall return at the rank and salary specified in such contract offer. Accrual of such leave or other benefits or continuity of service credit shall not occur unless specifically provided in the leave agreement. Exceptions may be made by the President in the case of faculty members who qualify for higher rank and/or salary by virtue of the nature of the activity performed while on leave.

\* \* \* \* \*

9. Exchange Teaching Leave

- a. A paid leave of absence for one (1) academic year may be granted to a faculty member upon approval of the Board for the purpose of participating in an exchange teaching program in other states, territories or countries or a cultural program related to s/his academic discipline when such program includes the provision of an acceptable teacher to replace the one on exchange leave. All regular benefits and accrual of service credit shall continue in effect during the period of absence. Upon return from leave, the instructor shall be placed in the same salary which he would have attained had the leave not been taken.
- b. All other provisions of the long-term leave of absence procedures contained in Par. 8.a. through d. of this ARTICLE shall apply equally and universally to an exchange teaching leave.

10. Extension of Leave

- a. Upon application, the Board may authorize an extension to an instructor's existing leave. Application for this extension should be made in writing, to the Board with copies to the Division Chairperson and Dean of Instruction, 60 days prior to the termination of the existing leave.

11. Vacation Leave - 12-Month Personnel

- a. All personnel employed on a full-time, 12-month basis shall

\* \* \* \* \*

accrue vacation leave with pay at the rate of 1 2/3 workdays per month.

- b. Vacation entitlement shall be computed on the following basis:
  - (1) Years of employment are determined by twelve (12) actual months of employment from effective date of employment.
  - (2) Employment prior to the sixteenth of any month shall count a month of employment. Termination after the fourteenth day of any month shall count a month of employment.
  - (3) Employment after the fifteenth day of any month shall not be counted a month of employment. Termination prior to the fifteenth of any month shall not be counted as a month of employment.
- c. Vacation periods are to be approved by an individual's immediate supervisor.
- d. Vacation leave may be taken during any month following its accrual, unless otherwise approved by the President.
- e. The last pay check of any employee whose services are terminated for any reason shall include compensation for the accrued unused vacation which the employee had earned prior to the date of termination, up to 40 days with the approval of the President.
- f. While on leave for injury in line-of-duty, an employee may accrue vacation.

- g. No advance issuance of checks will be permitted for those taking vacation leave; however, arrangements may be made to have checks mailed to them.
- h. Time and length of vacations within accrued limits are to be determined between the employee and his/her supervisor. Maximum vacation may not exceed twenty (20) consecutive workdays without approval by the President.
- i. A twenty (20) consecutive workday vacation shall constitute a one-month vacation and shall constitute the year's entitlement for employees using this method. In the event that the month's vacation is taken in nonconsecutive periods, twenty-two (22) days shall constitute a full year's vacation entitlement.

12. Holidays - 12-month Personnel

- a. A maximum of twelve (12) holidays may be granted as days off with full pay at the discretion of the President. Whenever any holiday falls on a Saturday or Sunday and the State transfers its observance to the preceding Friday or following Monday, then that Friday or Monday will be considered the holiday.
- b. In the event any employee is required to work on a holiday or on the day it is observed, a compensatory day off will be designated.
- c. If one of the recognized holidays occurs during the employee's vacation period, he shall receive an added day of vacation, except if such holiday falls on a Saturday or Sunday, and the observance of this holiday is not transferred to the following Monday.

C. Insurance and Miscellaneous Services

\* \* \* \* \*

1. Health Insurance

- a. The Board shall provide, without cost to the faculty member, full individual health benefits coverage as prescribed by the State Health Benefits Plan including Blue Cross, Blue Shield, Major Medical and Rider J. In addition, the Board shall provide, at no cost to the faculty member, full family health benefits coverage as described above for those who are eligible for and apply for their appropriate family protection.
- b. Health insurance coverage as described above, shall be provided to all personnel on 10-month contracts beginning September 1st of the initial contract year provided all contract requirements have been met and employee begins work at the beginning of the contract period. If total contract requirements are completed by employment to June 30th, the coverage will continue during July and August at no cost to the employee.
- c. Personnel on 12-month contracts, or who do not meet the specifications of Par. C. 1. b., shall receive health insurance coverage as described effective two (2) months after initial employment.
- d. The Board will arrange with the Burlington County Department of Health to provide the annual chest X-rays (or Mantoux test) required by contract renewal or initiation at no cost to the faculty. Immunizations shall be administered on public health official's recommendations that a general contagious or communicable disease is expected to affect large segments of

\* \* \* \* \*

the general population. When required, there will be no cost to the instructional staff. Physical examinations are not required for reappointment.

- e. Faculty members may supply the name and address of their personal physician so that findings or results of X-rays or immunizations may be communicated.

## 2. Workmen's Compensation Insurance

- a. In accordance with the provisions of Title 34, N. J. S. A., the Board shall maintain workmen's compensation insurance coverage for faculty members.

## 3. Indemnification Against Civil Liability

- a. In accordance with the provisions of Title 18A, N. J. S. A., the Board shall defray all costs, and save harmless and protect from financial loss in civil actions, any faculty member for an act or omission arising out of and in the course of performance of the official duties of such faculty member.

## 4. Miscellaneous Services

### a. Tuition Remission

- (1) Faculty members, (who are on the full-time instructional staff), and their spouses and dependents, may attend any Burlington County College courses for credit or audit without payment of tuition fee provided all such family members shall be subject to the same rules and regulations as regular students of the College. Depen-

dents shall be those identified by the Internal Revenue Code of the United States. In the event of a question by the Board concerning dependency, it is agreed that the faculty member shall display his most recent Income Tax Return which shall control the disposition of the question.

b. Professional Improvement

- (1) Faculty members on the full-time instructional staff may receive refund of graduate course tuition during the 1974-75 contract period, subject to fund availability, under the following conditions:
  - (a) Course(s) must be part of an accredited graduate or terminal degree program or selected graduate-level course(s) in the faculty member's current or related discipline or in an education curriculum.
  - (b) Undergraduate-level courses, when required as pre-requisites or are part of a graduate- or terminal-level program, shall also qualify under this program.
  - (c) Applicant should consult with his/her Division Chairperson prior to enrolling in courses to insure that work contemplated will qualify for funding and that funds are committed.
  - (d) Eligible personnel who are receiving educational benefits for similar study under any form of govern-

\* \* \* \* \*

ment subsidy program may receive benefits under this provision only to the documented extent that tuition costs exceed subsidy provided.

- (e) Refund of tuition only at the charged rate, not to exceed \$420 per fiscal year and subject to above limitations and qualifications, shall be made upon application on completion of the course(s) with a passing grade and submission of supporting proof of payment and grade reports.
  - (f) Mentoring, library use, dissertation advisement or similar fees required of personnel completing doctoral programs will be eligible for refund under the same qualifications and restrictions as for course work described herein.
  - (g) Application to receive refund must be submitted no later than 30 days after completion of semester during which the course was taken.
- (2) The Board may authorize faculty attendance at professional meetings, conferences, seminars, etc., with the approval of the applicable Division Chairperson and subject to availability of funds. Reasonable expenses as defined in existing procedures will be paid by the College upon submission of application and expense reports.

\* \* \* \* \*



c. College Events

- (1) The College shall provide, upon request and without cost to the faculty members, two (2) tickets to all College financed activities such as games, plays, concerts, etc.

\* \* \* \* \*

ARTICLE VIII  
ACADEMIC FREEDOM AND TENURE

A. Academic Freedom

1. Burlington County College, as an institution of higher education, is conducted for the common good and not to further the interest of either the individual teacher or the institution as a whole. This common good depends upon the free search of truth and its free exposition.
2. Academic freedom is essential to these purposes and applies to both teaching and research. Freedom in research is fundamental to the advancement of truth. Academic freedom in its teaching aspect is fundamental for the protection of the rights of the teacher in teaching and of the student to freedom in learning. It carries with it responsibilities correlative with rights.
3. The teacher is entitled to full freedom in research and in the publication of the results, subject to the adequate performance of his/her other academic duties; but research for pecuniary return must be based upon an understanding with the College as set forth in the provisions contained in this Agreement pertaining to patents and copyrights.
4. The teacher is entitled to freedom in the classroom in discussing his/her subject, but should be careful when introducing controversial matter. If such controversial material is not directly related to

\* \* \* \* \*

his/her subject, it should be introduced in response to student inquiries and with caution. If the controversial material is directly related to his/her subject, the teacher should present the material as objectively as possible.

5. The college teacher is a citizen, a member of a learned profession, and an officer of an educational institution. When s/he speaks or writes as a citizen, s/he should be free from institutional censorship or discipline, but his/her special position in the community imposes special obligations. As a person of learning and an educational officer, s/he should remember that the public may judge his/her profession and his/her institution by his/her utterances. Hence, s/he should at all times be accurate, should exercise appropriate restraint, should show respect for the opinions of others, and should make every effort to indicate that s/he is not an institutional spokesman.

#### B. Professional Behavior

1. The Board and the Association jointly recognize the following Code of Ethics as an acceptable criteria of professional behavior.
  - a. The professor, guided by a deep conviction of the worth and dignity of the advancement of knowledge, recognizes the special responsibilities placed upon him/her. His/her primary responsibility to his/her subject is to seek and to state the truth as s/he sees it. To his end s/he devotes his/her

\* \* \* \* \*

energies to developing and improving s/his scholarly competence. S/he accepts the obligation to exercise critical self-discipline and judgment in using, extending, and transmitting knowledge. S/he practices intellectual honesty. Although s/he may follow subsidiary interests, these interests must never seriously hamper or compromise his/her freedom of inquiry.

- b. As a teacher, the professor encourages the free pursuit of learning in his/her students. S/he holds before them the best scholarly standards of his discipline. S/he demonstrates respect for the student as an individual, and adheres to his/her proper role as intellectual guide and counselor. S/he makes every reasonable effort to foster honest academic conduct and to assure that his/her evaluation of students reflects their true merit. S/he respects the confidential nature of the relationship between professor and student. S/he avoids an exploitation of students for his/her private advantage and acknowledges significant assistance from them. S/he protects their academic freedom.
- c. As a colleague, the professor has obligations that derive from common membership in the community of scholars. S/he respects and defends the free inquiry of his/her associates. In the exchange of criticism and ideas, s/he shows due respect for the opinions of others. S/he acknowledges his/her

\* \* \* \* \*

academic debts and strives to be objective in his/her professional judgment of colleagues.

- d. As a member of his/her institution, the professor seeks above all to be an effective teacher and scholar. Although s/he observes the stated regulations of the institution, provided they do not contravene academic freedom, s/he maintains his/her right to criticize and seek revision. S/he determines the amount and character of the work s/he does outside his/her institution with due regard to his/her paramount responsibilities within it. When considering the interruption or termination of his/her service, s/he recognizes the effect of his/her decision upon the program of the institution and gives due notice of his/her intentions.
- e. As a member of his/her community, the professor has the rights and obligations of any citizen. S/he measures the urgency of these obligations in the light of his/her responsibilities to his/her subject, to his/her students, to his/her profession, and to his/her institution. When s/he speaks or acts as a private person, s/he avoids creating the impression that s/he speaks or acts for his/her college or university. As a citizen engaged in a profession that depends upon freedom for its health and integrity, the professor has a particular obligation to promote conditions of free inquiry and to further public understanding of academic freedom.

2. The Association accepts the responsibility of dealing with ethical problems in accordance with the terms of the Code.
3. Alleged breaches of this Code of Ethics shall be promptly reported to the offending faculty member and the President of the Association.

C. Tenure

1. A faculty member obtains tenure in accordance with the provisions of Title 18A:60-1, et. seq., N.J.S.A. as the same may be amended or supplemented.

\* \* \* \* \*

ARTICLE IX  
INSTRUCTORS' RIGHTS AND RESPONSIBILITIES

A. Outside Employment and Course Work

1. All faculty members recognize primary responsibility to their position at Burlington County College as provided in the Code of Ethics in ARTICLE VIII of this Agreement.

B. Instructor's Course and Classroom Rights and Responsibilities

1. The primary responsibility for determining course content, course goals, learning objectives and the selection of appropriate learning materials and strategies rests with the faculty member who teaches the course. Where more than one faculty member teaches the same course, the instructors involved must mutually agree on these items.
2. The instructor shall be encouraged to use varied methods or innovations of instruction which s/he feels may best enable a learner to achieve a given learning objective.
3. The instructor shall be free to request any books, magazines, newspapers or other materials to be purchased by the library or his/her division or area subject to budgetary limitations.
4. The instructor is responsible for evaluating the academic progress of his/her students and for assigning grades in accordance with the grading system of the College. However, use of symbols other than those in such system and identified in the official College Bul-

\* \* \* \* \*

letin may be used only with the approval of the Division Chairperson and Dean of Instruction.

5. The instructor shall be required to report to his/her designated teaching station at scheduled times. In the event the instructor is unable to meet his/her class, s/he will make every effort to report his/her inability to do so to his/her immediate supervisor, that supervisor's secretary or other instructor in that area sufficiently prior to such absence to enable the class to be rescheduled or to obtain an appropriate substitute.
6. The administrative use of an electronic monitor or communications device during the meeting of class shall be with the prior approval of the instructor concerned.
7. Classrooms may be visited for the purpose of evaluation with the mutual agreement of the instructor and the appropriate evaluator.

C. Miscellaneous Rights and Responsibilities

1. Nothing in this Agreement shall require the Board to keep the College open in the event of severe inclement weather or when otherwise prevented by health conditions, catastrophes or Acts of God, or other natural phenomenon. When the College is closed to students due to such conditions, instructors shall not be required to report for work. If, however, in the Board's discretion, the College is to remain open, all instructors must meet their assigned teaching obligations. In the event s/he fails

\* \* \* \* \*



to do so, the faculty member's absence may be charged  
against accumulated sick leave at the discretion of the President.

\* \* \* \* \*

ARTICLE X  
GRIEVANCE PROCEDURE

A. Purpose

1. The grievance procedure is established to provide an orderly and sequential process whereby appeals of interpretations and applications of this Agreement may be conducted.

B. Definitions

1. As used herein, the terms "College, " "Board, " or "Employer" shall universally identify the Burlington County College and/or its Board of Trustees.
2. As used herein, the term "employee" shall mean any individual in the negotiating unit recognized in ARTICLE I.
3. As used herein, the term "grievance" shall mean a complaint by an employee, as to him/her, or group of employees, as to them, which alleges a violation, misinterpretation or misapplication of one or more of the terms of this Agreement.
4. As used herein, the term "immediate supervisor" shall mean the person to whom the aggrieved employee is directly responsible under the table of organization prevailing at the College.
5. As used herein, the term "Association" or "representative" shall mean the Burlington County College Faculty Association.
6. As used herein, the term "Grievance Committee" shall identify the Association Committee consisting of five members of the Association appointed by the President of the Association. One alternate

\* \* \* \* \*

member shall also be appointed to replace absent members at committee meetings. If any member of the Grievance Committee shall desire to process a grievance or is otherwise named in a particular grievance, s/he shall be replaced by the alternate while s/his grievance is being processed by the Grievance Committee.

C. Exclusions

1. The grievance procedure shall not apply to the following:
  - a. The failure or refusal of the Board to renew the contract of an employee not under tenure.
  - b. Instances in which an employee claiming tenure has had charges brought against him pursuant to the Tenure Employees Hearing Act (N. J. S. A. 18A:6 - 10 et. seq.).
  - c. Decisions of the President in exercising his discretion concerning a request for a leave of absence.

D. Procedures

1. It is recognized that a grievance should be settled promptly and as close to its source as possible. Informal discussions between the parties directly involved in the grievance is essential in the early stages of a disagreement and is encouraged. An employee should seek redress for s/his alleged grievance through informal discussion with the appropriate administrator.
2. A grievance shall be presented informally within twenty (20) calendar days of the occurrence complained of, or within twenty (20)

\* \* \* \* \*

calendar days after its occurrence could reasonably have been expected to be known by the grievant. Failure to act under the procedures hereinafter enumerated within the twenty (20) day period shall be deemed to constitute a waiver or abandonment of the grievance.

3. In the event the matter is not resolved informally within ten (10) calendar days, the aggrieved shall have the right to request a meeting of the Grievance Committee who shall meet within seven (7) days of such request. The aggrieved will address the Chairperson of the Grievance Committee in writing, asking for such meeting and stating specifically the nature of the grievance and submitting substantiation therefor.
4. In the consideration of grievances, the Grievance Committee
  - a. May receive from the aggrieved oral and/or written statements describing the grievance and the informal proceedings held to date.
  - b. May receive oral and/or written statements for any other party named in the grievance.
  - c. May return a written recommendation of settlement to the aggrieved party and all other parties of interest within ten (10) calendar days of the meeting.
5. If no recommendation is made within ten (10) calendar days or either party is dissatisfied with the recommendation, the grievance may be submitted to the next step in the procedure.

\* \* \* \* \*

6. In the event that the matter is not resolved through the processes referenced in Sec. D., Par. 3.-5., the grievance shall be submitted to the appropriate Dean. Such submission must be in writing and must be accompanied by all documentation used in the Grievance Committee's review and recommendation process.
7. In the consideration of grievances submitted, the Dean shall be guided by the procedures referenced in Sec. D., Par. 4.a., b. and d., and Par. 5. The recommendation referenced in Par. 4.c. shall be disseminated to all parties named in the grievance and the Grievance Committee.
8. In the event that the matter is not resolved through processing by the Dean, the grievance shall be submitted to the President of the College. Such submission shall be in writing and must be accompanied by all documentation used at the prior steps in the review and recommendation process.
9. In the consideration of grievances submitted, the President shall be guided by the procedures referenced in Sec. D., Par. 4.a., b. and c., and Par. 5. The recommendation referenced in Par. 4.c. shall be disseminated to all parties named in the grievance, the reviewing Dean and the Grievance Committee.
10. In the event that the matter is not resolved through processing by the President, the grievance shall be submitted to the Board

\* \* \* \* \*

of Trustees. Such submission shall be in writing and must be accompanied by all documentation used at the prior steps in the review and recommendation process.

11. In the consideration of grievances submitted, the Board shall be guided by the procedures referenced in Sec. D., Par. 4. a. and b. and shall make a determination within thirty (30) days from the receipt of the grievance and shall, in writing, notify the aggrieved, his or her representative (if there be one), the Grievance Committee, the appropriate Dean and the President of its decision. The time period may be shortened or lengthened by mutual written agreement of the parties.
12. The Board may review and act on submitted grievances as a whole or may delegate the authority to act in its behalf to a committee of Board members. Such decision shall be at the discretion of the Board.
13. The decision of the Board shall be final provided, however, that any party to the grievance dissatisfied with the findings of the Board may request submission of the grievance to an impartial arbitrator to be selected pursuant to the rules and procedures of the Public Employee Relations Commission of the State of New Jersey. The arbitrator so selected shall be afforded access to all documentation used in the prior internal steps in the grievance procedure, but shall not have the authority to alter, change or otherwise affect the terms of this Agreement and shall

\* \* \* \* \*

address his judgment solely to the grievance presented.

Neither party shall be bound by the decision of the arbitrator, but the costs thereof shall be borne equally by the Association and the Board.

14. Decision to submit a grievance to such advisory arbitration must be evidenced by action no later than fifteen (15) calendar days after receipt of the Board's decision. Expiration of this period shall preclude further processing of the grievance except to the extent provided by law outside the limitations of this procedure.

#### E. General Provisions

1. The number of days indicated at each step of this grievance procedure shall be considered as maximum and every effort should be made to expedite the process.
2. No consideration will be given to any document or other material to which all parties to the grievance are not afforded access with time for response.
3. A grievance may be withdrawn at any time by the aggrieved party and such withdrawal shall constitute a waiver of further action on behalf of the individual. However, if in the judgment of the Grievance Committee, the grievance affects the general welfare of the faculty as a whole, the grievance may be processed as a grievance of the Association.
4. Parties names in the grievance, or faculty or administrators

\* \* \* \* \*

believed to possess information pertinent to the grievance, may be invited, but not required to present such information at any meeting provided in the steps of this procedure.

5. All grievance meetings shall be open only to participants, their representatives and to persons presenting information before any meeting concerned with the processing of a grievance.
6. No reprisals shall be taken against any faculty member for initiating or participating in any grievance.
7. At each step of the grievance procedure, once it has been reduced to writing, a copy of every document concerned with such processing shall be transmitted to the Dean of Administration and the President of the Association for inclusion in the grievance files. A common file number shall be assigned by the personnel officer to each grievance for purposes of control and record keeping.
8. All documents, communications and records dealing with a grievance shall be filed separately from the personnel files of participants. Information concerning a participant's involvement in a grievance shall be considered privileged data and not subject to distribution or dissemination.
9. Once a recommendation of settlement has been made at any step in the procedure, that recommendation cannot be rescinded or reversed by the person or committee making such recommendation with the exception of the Board of Trustees.

\* \* \* \* \*



10. In the processing of a grievance, any party shall have the right to designate a representative to appear with him/her. Such representative must be identified to all parties to the grievance before any meeting in which s/he is to participate.

\* \* \* \* \*

ARTICLE XI  
PERSONNEL FILES

1. The personnel file of any member of the faculty shall be open to him/her for review upon request. Such requests shall be submitted to the Dean of Instruction or his/her designee not less than five (5) business days before the desired inspection. When reviewing this file, the Dean of Instruction or his/her designee and the Dean of Administration or his/her designee will be present. The following confidential material contained in the personnel file shall not be made available to the faculty member:
  - a. References or other confidential information obtained from outside sources.
  - b. Placement records which contain references.
  - c. Transcripts restricted by the sending institution.
2. A representative of the Association may, at the faculty member's request, accompany said person while s/he reviews his/her file.
3. A copy of all internal correspondence, memoranda or other documents relating to the performance, competence, character, service or conduct of a faculty member (except those restricted by the provisions of Par. 1.) must be placed in his/her personnel file and a copy of such documents should be furnished to the faculty member who shall have the right to respond to such document and to have such response become part of his/her personnel file.

\* \* \* \* \*

4. At the request of a faculty member, the nonconfidential contents of his/her personnel file must be opened to him/her at any time during the processing of a grievance which has been reduced to writing.

5. No document may be removed from a personnel file, but copies of any qualified document will be provided to the faculty member upon request.

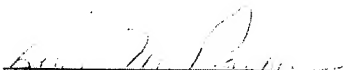
\* \* \* \* \*

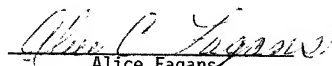
ARTICLE XII  
SUMMARY OF AGREEMENT

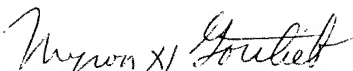
This agreement shall be effective on July 1, 1974 and shall continue  
in effect until June 30, 1975.

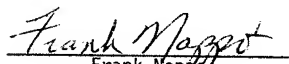
Board of Trustees  
Burlington County College

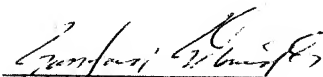
Burlington County College  
Faculty Association

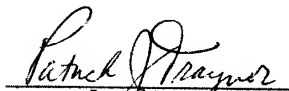
  
Lewis M. Parker  
Chairman of the Board

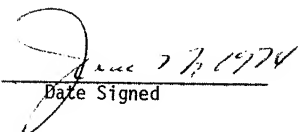
  
Alice Fagans  
2 Vice-President  
Negotiator

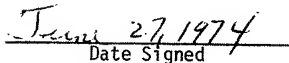
  
Myron Gottlieb  
Chief Negotiator

  
Frank Nappo  
President  
Negotiator

  
Sanford Schneider  
Negotiator

  
Patrick Traynor  
Secretary  
Negotiator

  
Date Signed

  
Date Signed

APPENDIX A

FACULTY LOAD FORMULA

Reference: ARTICLE VI, Sections A-D of the Agreement between the  
Burlington County College Board of Trustees  
and the  
Burlington County College Faculty Association

Dated, July 1, 1974 - June 30, 1975

## BURLINGTON COUNTY COLLEGE

### FACULTY LOAD FORMULA

#### A. RATIONALE

The load formula is based on measurement of faculty work effort in terms that are applicable to the teaching-learning environment at Burlington County College. It is designed to recognize that the faculty members' principal responsibilities are instructional and therefore focuses on an acceptable method of measuring the effort necessary to execute those responsibilities. The formula limits itself to considering the variables of preparation, student contact, evaluation and special assignments.

#### B. DEFINITION

The load formula is defined as a guide or formula to meet institutional requirements by means of an equitable distribution of faculty time.

#### C. GOALS

The formula attempts to accomplish the following goals:

1. To distribute faculty time in an equitable manner.
2. To provide for a nonsubjective and accurate determination of faculty load but not to increase that load above that experienced in the 1970-71 contract year.
3. To facilitate the development of effective learning strategies.
4. To allow for varying modes of instruction.
5. To reflect the unique learning strategies employed at Burlington County College.
6. To realistically utilize financial and human resources.

7. To provide for differentiated staffing.
8. To be applicable to all faculty members.

D. DETERMINATION OF LOAD

The determination of a load is to be developed jointly between the faculty member and the Division Chairman prior to the beginning of each term. It is hoped that this procedure will more effectively involve each faculty member in the construction of his load. The procedure does require that the faculty member come prepared to discuss with his Division Chairman the various modes of instruction and methods of evaluation which he intends to use during the given term.

Under the traditional system, only credit hours and/or lab contact hours were used in determining load. The proposed formula recognizes and gives credit to the faculty member in the following areas:

- (1) Preparation, (2) Student Contact, (3) Evaluation and
- (4) Special Assignments

1. Preparation

a. Normal Preparation

Normal preparation includes, but is not limited to, the following:

- (1) Revising course syllabi;
- (2) Reading over assignments and lecture notes;
- (3) Writing or modifying behavioral objectives;
- (4) Revising packets in the accepted format, e.g.  
concept, rationale, objectives and learning strategies;
- (5) Having handouts reproduced and on hand;
- (6) Coordinating the use of technical equipment and  
personnel.

More credit is given for the original preparation than for duplicate preparations, and preparation is weighted according to the mode used, e.g. classroom or seminar, lecture or laboratory.

b. Instructional Development

(1) New Course

A new course factor of two (2) units/credit hour will be given for each previously unoffered college course or one for which materials have not been prepared. In addition, it is expected that materials will be prepared in either condition if the units are awarded. Use of this factor should be coordinated with the Div. Chairman and the Dean of Instruction.

(2) Extensive Revision of an Established Course

To qualify, a faculty member may be expected to drastically revise an existing course. The extensive revision must be agreed upon with the Division Chairman.

(3) Large Group Presentation

To qualify to be credited for the time involved in preparing such a presentation, the instructor would probably be using multi-media to instruct more than 47 students in a single class.

2. Student Contact

Contact time is the scheduled time that the instructor physically spends with his scheduled class.



### 3. Evaluation

Two factors are weighted in this instance: the number of students and the types of evaluation. See instructions page 12 for further information on how to compute this data.

### 4. Special Assignments

- a. Conducting feasibility studies designed to establish new programs;
- b. Liaison with the public in coordinating career programs;
- c. Coordination and Liaison Responsibilities, i.e. Math Lab, Writing Lab, Science Lab, etc.;
- d. Coordinator of Career Advisory Committee
- e. Others: to be determined on individual basis.

## E. LOAD SPECIFICATIONS

1. The specification of load in terms of point values, time parameters and quantitative applications of the formula are identified with the body of the Agreement. (ARTICLE VI, See A-E)

## F. INSTRUCTIONS FOR COMPLETING INSTRUCTIONAL LOAD ANALYSIS FORM (Exhibit 2)

### 1. INTRODUCTION

- a. This form is to assist the faculty member in determining his instructional load. The completed form should accurately reflect the course strategy the instructor intends to use and, through the use of conversion factors, the amount of instructional preparation, student contact, and evaluation units that will be necessary to meet his instructional requirements.

## 2. PREPARATION

- a. Your first step in completing the form is determining which mode or modes you will be using to teach the course being analyzed. Recognizing that varying modes of instruction require varying amounts of preparation time, the preparation segment of the form has been subdivided into three major categories - laboratory, classroom or seminar, and large group.

### (1) Laboratory

In the laboratory mode, the student is individually engaged in self-instructional learning activities or in individualized problem solving. Within this mode, the instructor is primarily a resource person.

### (2) Classroom or Seminar

In the classroom or seminar mode the students are jointly engaged in some learning activity generally requiring group interaction. The instructor may be either a resource person, a director of activities, or a participant.

### (3) Large Group

For the purposes of this formula, a large group will generally consist of a minimum of 47 students as determined at the end of the drop-add period, or fewer with the concurrence of the Division Chairman. In the lecture mode, the student primarily receives information. The instructor and his audio-visual tools are the primary sources of information.

(4) Combinations

A course may be taught using any combination of these three modes or as in some cases, a single mode. Once you have determined the appropriate category for your course work, the next step is to compute your preparation time. Recognizing that the time required to prepare a presentation for the first time differs markedly from the time required to give the same presentation to subsequent sections, this formula contains factors that reflect these differences in preparation time. Thus, these factors reflect the time required to prepare for the first preparation (original), the time necessary for the second preparation (first duplication) and the time necessary for the third preparation (second duplication), and for subsequent preparations. In most instances, with the exception of open labs, the third, the fourth, and subsequent presentations have the same factor as the second duplication.

The factors for classroom and large group are encoded on the Load Analysis Form. However, because laboratory preparation time differs so markedly from discipline to discipline, specific factors were developed for specific laboratory courses. You will find your laboratory preparation factor in Table 1.

Under unusual circumstances, it may be necessary for a faculty member to have the responsibility for more than three different courses. When this situation exists, the preparation factor(s) for the additional course will be multiplied by  $1\frac{1}{2}$ . The additional course(s) will be those having the highest preparation factors.

When there exists a significant alteration in teaching strategies for the same course, then the appropriate preparation factors will be increased by 50% of their value. Such determination must be by mutual agreement between the faculty member and the Division Chairman.

For example, evening and Bordentown courses probably would have their preparation factors multiplied by  $1\frac{1}{2}$  if the instructor were teaching the same course on campus.

Table 1  
Laboratory Preparation Factors

Course	First Hour	Second Hour	Third Hour and beyond
Open Lab	1.0	.5	.25*
Conventional Science Lab	1.0	.5	.25
Social Science Lab	.1	.05	.025
Math Lab	.1	.05	.025
Reading Lab	.1	.05	.025
Writing Lab	.1	.05	.025
Studio Lab	.1	.05	.025
Physical Education Activity Course	.5	.25	.125
Secretarial Science Lab & Accounting Lab	.5	.25	.125

\* The factor of .10 will be allowed for each additional hour in excess of the third hour.

Variations in the above factors, due to unique local circumstances, and not to exceed 50%, may be made through mutual agreement of the faculty member and Division Chairman and with the approval of the Dean of Instruction.

Choose the appropriate factor from Table 1 being careful that your selection reflects the correct factor for your number of preparations, i.e. original, first duplicate, second duplicate, and inset them in the appropriate boxes in the Load Analysis Form.

G. Examples

- (1) An instructor who is teaching two sections of one course in the classroom mode meeting three times a week, should record his activities as follows:

CLASSROOM	FIRST HOUR	<u>1.0</u>	X	<u>3</u>	=	<u>3</u>	FIRST SECTION
	SECOND HOUR	<u>0.5</u>	X	<u>3</u>	=	<u>1.5</u>	SECOND SECTION
	THIRD HOUR	<u>0.25</u>	X	<u>          </u>	=	<u>          </u>	

- (2) An instructor who is teaching four sections of one course in a configuration that meets the four combined sections one hour a week in a large group and each section individually twice a week in one hour seminars would record his activities as follows:

						CLASSROOM	
CLASS ROOM	FIRST HOUR	1.0	X	2	=	2	1 1
	SECOND HOUR	0.5	X	2	=	1	2 2
	THIRD HOUR	0.25	X	4	=	1	2 2
LARGE GROUP	FIRST HOUR	2.0	X	1	=	2	3 3
	SECOND HOUR	1.0	X		=		4 4
	THIRD HOUR	0.5	X		=		

(L.G.)

- (3) An instructor who is teaching one course in a weekly configuration of one large group and 20 hours of open lab would record his activities as follows:

		FACTOR		CLASS HOURS		UNITS	
LAB	FIRST HOUR	1.	X	1	=	1	1
	SECOND HOUR	0.5	X	1	=	0.5	2
	THIRD HOUR	0.25	X	1	=	0.25	3
LARGE GROUP	FIRST HOUR	2.0	x	1	=	2	4
	SECOND HOUR	1.0	X		=		5
	THIRD HOUR	0.5	X		=		6

(L.G.)

19  
20





(5) Total Preparation

Once you have calculated your preparation time for each course section in their varying mode, total the preparation units in the right-hand column of the form and record the sum in the block marked Total Preparation.

TOTAL PREPARATION

3. CONTACT

- a. Contact time is the average weekly time that the instructor agrees to spend physically with his scheduled instructional activity.

(1) An instructor who is teaching four sections of one course in a configuration of one large group and two weekly seminars for each section would record his contact time as follows:

CONTACT.....SCHEDULED CLASS HOURS.....

LARGE GROUP = 1  
8 SEMINARS =  $\frac{8}{9}$

4. EVALUATION

- a. Since different types of testing require differing amounts of evaluation time, this formula recognizes three basic types of testing vehicles. It further recognizes two different circumstances under which each type of test can be graded and up to two different methods under each grading practice that can be used for grade recording.

- b. The three potential testing vehicles are Objective, Written, and Combination. One of these should closely reflect your primary testing method. In order to qualify for point factors applicable to the combination evaluation methods, at least one third of the number of tests to be given must be of each of the two other types (Objective or Written).
- c. For combination of evaluative methods that do not meet the criteria in Par. b., an average evaluation factor will be determined based upon the point allocation for each testing vehicle used divided by the total number of testing vehicles.
- d. Test factors are as follows:

	<u>Obj.</u>	<u>Written</u>	<u>Comb.</u>
(1) Faculty grades - faculty records	.06	.18	.10
(2) Faculty grades - assistant records	.05	.16	.08
(3) Assistant grades - faculty records	.05	--	--
(4) Assistant grades - assistant records	--	--	--

- e. Determine as accurately as possible which factor best approximates your test evaluation time and enter that figure in the space marked Test Factor. Now enter the anticipated number of students you and the Division Chairman expect to be enrolled in the course. (The anticipated enrollment is based upon the best predictive figures available to the Division Chairman at the time a faculty member's load is determined. The final enrollment figures will be determined at the end of the drop-add period.

Multiplying the number of students by the sum of test factor and the student factor gives you your total evaluation factor. Record this figure in the designated block.

Student factor .02 assigned to all instructors for each student to whom he assigns a grade.

EVALUATION:

NUMBER OF STUDENTS 100 X FACTOR (.02 + .06) = 8.0

TEST FACTORS:

.05 .06 .08 .10 .16 .18

Once you have filled out a separate Instructional Load Analysis Sheet for the different courses you are teaching, summarize the results and place them in the designated blocks on the Instructor Load Summary Sheet.

5. INSTRUCTIONS FOR FILLING OUT THE INSTRUCTOR LOAD SUMMARY SHEET  
(Exhibit 3)

a. INSTRUCTIONAL LOAD

- (1) Once the Instructional Load Analysis Sheets are completed, use the information contained therein to prepare the Instructor Load Summary Sheet. Summarize the units of preparation, contact, and evaluation that would be necessary to meet your instructional responsibilities and insert those figures in the blocks provided at the top of the Instructor Load Summary Sheet. Adding together the units of preparation, contact and evaluation gives you your Total Instructional Load.

b. ASSIGNMENTS

(1) Instructional Development

- (a) The amount of credit to be given to an instructor who creates a new course, significantly revises an old course, or develops a new mode for teaching an old course will be by agreement between the instructor and the Division Chairman. The written proposal requires agreement of the Dean of Instruction (Refer to Page 3, Section D. 1.b., Instructional Development).

(2) Other

- (a) Credit may be given for the performance of duties essential to the well-being of the institution but not recognized in previous sections of this proposal.

This could involve such duties as:

- 1) liaison with public,
- 2) being a major official in a professional society,
- 3) active member of an advisory committee,
- 4) the award of additional office hours where large groups of students are involved, i.e. for every 20 students beyond 140, award 0.5 additional units for each scheduled office hour beyond 5 hours.

This list shall not be considered all inclusive but shall be open-ended to include any item meeting the stated criteria. Unless otherwise specified, the rate of credit to be given for performing such duties will be determined by mutual agreement between the instructor and the Division Chairman, with the written approval of the Dean.

- (b) Activities which are recognized by supplementary contract are excluded from calculation under this formula.
- (3) Add the units for Instructional Development and Other to arrive at your Total Assignments.
- (4) Summary
  - (a) Adding together your Total Instructional Load, and Total Assignments gives you your Total Instructional Load.

INSTRUCTIONAL LOAD ANALYSIS  
Burlington County College

INSTRUCTOR'S NAME: _____	TERM FALL <input type="checkbox"/> WINTER <input type="checkbox"/>	YEAR _____ SPRING <input type="checkbox"/> SUMMER <input type="checkbox"/>
COURSE: _____ SECTION(S): _____		

	PREPARATION	FACTOR	CLASS HOURS	UNITS
LAB	FIRST HOUR	_____ X _____	= _____	
	SECOND HOUR	_____ X _____	= _____	
	THIRD HOUR	_____ X _____	= _____	
	FOURTH HOUR	_____ X _____	= _____	
CLASS ROOM	FIRST HOUR	1.0 _____ X _____	= _____	
	SECOND HOUR	0.5 _____ X _____	= _____	
	THIRD HOUR	0.25 _____ X _____	= _____	
LARGE GROUP	FIRST HOUR	2.0 _____ X _____	= _____	
	SECOND HOUR	1.0 _____ X _____	= _____	
	THIRD HOUR	0.5 _____ X _____	= _____	

TOTAL PREPARATION

CONTACT..... SCHEDULED CLASS HOURS.....

EVALUATION:

NUMBER OF STUDENTS \_\_\_\_\_ X TEST FACTOR \_\_\_\_\_ =

TEST FACTORS: .05, .06, .08, .10, .16, .18.

STUDENT FACTOR: .02.

ACCEPTED:

INSTRUCTOR	DATE	DIVISION CHAIRMAN	DATE
------------	------	-------------------	------

EXHIBIT 3

INSTRUCTOR LOAD SUMMARY  
Burlington County College

INSTRUCTOR'S NAME: \_\_\_\_\_ DATE: \_\_\_\_\_

INSTRUCTIONAL LOAD:

PREPARATION.....	<input type="text"/>
CONTACT.....	<input type="text"/>
EVALUATION.....	<input type="text"/>
TOTAL INSTRUCTIONAL LOAD <input type="text"/>	

ASSIGNMENTS:

INSTRUCTIONAL DEVELOPMENT.....	<input type="text"/>
OTHER.....	<input type="text"/>
TOTAL ASSIGNMENTS <input type="text"/>	

TOTAL INSTRUCTOR LOAD	<input type="text"/>
POINTS CARRIED FWD. FROM PREVIOUS SEMESTER	<input type="text"/>
TOTAL POINTS TO DATE	<input type="text"/>
TOTAL O/L POINTS TO BE PAID	<input type="text"/>
TOTAL CONTRACT POINTS	<input type="text"/>

PLEASE CHECK ONE:

☐ I wish to receive payment during this term  
for all overload points earned.

☐ I wish to have earned overload points  
credited toward remaining contract  
requirements.

ACCEPTED:

INSTRUCTOR \_\_\_\_\_ DATE \_\_\_\_\_

DIVISION CHAIRMAN \_\_\_\_\_ DATE \_\_\_\_\_

APPENDIX B

EVALUATION PRACTICES, REVIEWS AND APPEALS

Revised March, 1974

copyright 1973, by Burlington County  
College, printed by Burlington County  
College Print Shop, Pemberton, New Jersey



## EVALUATION PRACTICES, REVIEWS AND APPEALS

### PREAMBLE

The foremost purpose of evaluation is the improvement of teaching and the enhancement of learning. The procedures which follow are meant to achieve the most judicious means for the evaluation of faculty at our College. Prudent judgment of performance is in the best interest of everyone and our public responsibility requires it.

Further, despite the punitive connotation of judgment and its potential for personal and institutional vindictiveness, this document is offered in the hope evaluation can imply improvement and recognition of excellence. Though there may be the rare case, wherein evaluation finds an instructor's performance sufficiently wanting as to designate it of "questionable" or "unsatisfactory" value to the College, the document allows such a decision to be reached with as much or more consideration than a satisfactory finding.

Finally, the procedures written below are admittedly legalistic. They are intended to define, as accurately as possible, rights and responsibilities of all individuals involved in the examination of faculty work. It is in the application and interpretation of these perimeters that the plan's success or failure will lie. As in all sets of legalisms, fairness ultimately rests on the reasonableness and integrity of its adherents. It is with faith that we are a group of reasonable and honest men and women that this plan is established for our College.

## EVALUATION PRACTICES, REVIEWS AND APPEALS

- I. The process shall apply to all faculty members beginning with the 1973-1974 academic year. A faculty member is herein defined as an employee of Burlington County College who is eligible for membership in the Faculty Association.
- II. All faculty members shall be evaluated once every year except as provided in III, J.
- III. Evaluation
  - A. There shall be held an annual pre-evaluation conference between each faculty member and his division chairman. This conference shall take place as soon as possible after the completion of the previous annual evaluation, and no later than April 15 of the academic year. The purpose of this meeting shall be to reach tentative mutual agreement upon the following:
    1. Type of evaluation to be conducted--formal or informal (See J below.)
    2. The faculty member's objectives and the methods by which these are to be achieved.
    3. The criteria and methods of evaluation.
    4. Choice of evaluator(s) (See B below).
  - B. The formal evaluation of a faculty member may be conducted either (a) by his division chairman or (b) by an evaluation team which shall consist of the division chairman and two mutually agreed upon faculty members within the division.

The decision to implement either option (a) or (b) will be reached by mutual agreement between the faculty member and his division chairman. In the event the mutual agreement cannot be reached, the matter will be placed before the EPRAC for resolution. All matters pertaining to the evaluation must be kept in strict confidence by the evaluator(s).

- C. On or before June 1 of the academic year, the faculty member to be evaluated and his/her chairman must reach final agreement on items one through four in Section A. above. A written statement of these agreements is to be filed with the chairman on or before this date. New faculty will be expected to reach agreement on these items during the Pre-Service Training Period immediately prior to beginning their teaching duties.
- D. The faculty member to be evaluated shall propose the objectives, criteria and methods to be used in his evaluation (See attached list of suggested criteria). These proposed objectives, criteria and methods shall be reviewed by the chairman or team (according to option chosen from III,B) and may be amended by mutual agreement. At a meeting called for that purpose (before October 1) the participants \* in the evaluation shall agree on either the suggested objectives, criteria and methods or some modification thereof.
- E. Once the objectives, methods and criteria have been agreed

\*Participants will be defined as the faculty member, the chairman and/or the evaluation team.

upon, no change can be made without the unanimous approval of all concerned parties.

- F. The participants shall implement the evaluation in accordance with the objectives, criteria and methods agreed upon.
- G. All data relevant to the evaluation shall be submitted by the faculty member to the evaluator(s) on or before January 15. In many cases, the objectives set will be of a long range nature and, therefore, will not be completed by this date. In these cases, a progress report outlining the degree to which the objective has been achieved must be included.
- H. A composite report signed by the evaluator(s) shall be completed with a copy to the faculty member on or before February 15. The report shall include the criteria and methods of evaluation, a summary of all data used in the evaluation, an outline of strengths and weaknesses, and recommendations of the evaluator(s), for a rating of either satisfactory, questionable, or unsatisfactory. The results of the evaluation shall be reviewed in a meeting of all

participants. The final composite of the evaluation will then be placed in the official personnel file with a copy sent to the faculty member and a copy retained by the division chairman.

- I. If the rating is unsatisfactory or questionable, the evaluation report must include a written statement by the faculty member's supervisor indicating the efforts made by that supervisor, during the evaluation period, toward the improvement of those questionable or unsatisfactory aspects of the faculty member's performance.
- J. If an evaluated faculty member wishes to respond to the report in writing, his response must be submitted to the evaluators on or before March 1, and then filed with the signed report in the personnel file.
- K. All data used in the evaluation as well as a copy of the official evaluation report shall be retained by the division chairman, under confidential conditions, for a period of no less than four years.
- L. Any faculty member whose performance has been judged satisfactory in three consecutive annual evaluations may thereafter choose an informal evaluation in lieu of a formal one. The next evaluation following an unsatisfactory or questionable rating must be a formal evaluation. However, every faculty member must be formally evaluated every third year. At his annual pre-evaluation conference a faculty member choosing the informal evaluation option shall meet with his chairman to develop a written statement of mutually agreed upon general objectives for the year. At the end of the winter term he shall submit a written report or a checklist which includes a self-evaluation of how well he has met his objectives, together with any

information he considers relevant. (Such a report need not exceed two double-spaced typewritten pages). The division chairman will give the faculty member a written reply based upon the chairman's evaluation of the faculty member's attainment of each objective. He will then summarize the faculty member's performance by a rating of satisfactory, questionable, or unsatisfactory.

- M. If at any point in the evaluation (as specified in A through J above) mutual agreement cannot be reached, the problem will be placed before the EPRAC for resolution. The decision of the EPRAC shall be binding on all those concerned.

#### IV. Evaluation Practices, Review, and Appeals Committee (EPRAC)

- A. The function of this committee shall be to insure a fair evaluation in accord with the guidelines established in III above.
- B. This committee shall function according to Robert's Rules of Order, except as provided for in the by-laws.
- C. The Evaluation Practices, Review, and Appeals Committee shall meet for the following purposes:
  - 1. To review the evaluation at any point in its process if the faculty member or any member of the evaluation team requests it. In this case the committee shall determine:
    - a. Whether the evaluation was planned according to the established policies and procedures.
    - b. Whether the evaluation process was implemented according to the established policies and procedures.
- D. In the event the EPRAC is petitioned in accordance with paragraph IV, C, above, and finds that either IV, C, 1, a; or IV, C, 1, b,

have not been properly implemented, the committee shall report its objections to the appropriate Dean and shall require that the evaluator(s) submit an evaluation report which properly reflects the stated criteria and evaluative evidence.

E. There shall be elected an EPRAC consisting of nine members (six faculty,\* three administrators\*\*).

1. A pool of eighteen members (12 faculty, 6 administrators) will be maintained by an annual election.
2. Nominations will be made at an annual meeting convened by the Dean of Instruction on or before September 15 for this purpose.
3. Only faculty members as defined in Section I may vote.
4. An ad hoc elections committee composed of two administrators appointed by the Dean of Instruction and two faculty members appointed by the President of the Faculty Association will supervise the election.
5. This election will be completed by secret ballot prior to October 1.
6. Each constituent will vote for the appropriate number (See 8, 9, 10 below) of faculty and administrators in order to fill the vacancies on the committee and the reserve pool.
7. The six faculty members and three administrators who receive the most votes will constitute the original committee with the next six faculty, three administrators acting as alternates.

\*The usual definition of faculty in this instance will be restricted to those eligible for membership in the Faculty Association and include only those with three or more years of service at B.C.C.

\*\*The Deans in the area of Instruction and Student Development; the Division Chairmen in Instruction and Learning Resources; and the Director of Counseling, Educational Development Officer and Supervisor of Testing and Evaluation.

8. The first EPRAC committee elected will draw lots for two-year and one-year terms. Thereafter the term of committee membership will be two years, commencing October 1.
  9. The pool alternates will serve a one year term unless reelected.
  10. When an original committee member cannot serve on a case because he is directly involved in the case being considered or believes that he may be unable to render an objective decision, the remaining committee members shall elect his temporary replacement from the relevant pool by simple majority. Any other vacancy on the committee will be filled in the same manner.
- F. The EPRAC will have an organization meeting within the week after elections to establish the following:
1. The committee will elect a chairman and a secretary.
  2. A quorum will consist of five faculty and two administrators.
  3. Each member (including the chairman) will have one vote.
  4. Votes will be cast by secret ballot.
  5. All reviews and appeals to be considered by the committee will be sent to the chairman.
  6. The chairman must call a meeting within two weeks after receiving the request for a hearing.
- G. The following guidelines will be used to govern the proceedings of EPRAC:
1. If a faculty member evaluation team member, or chairman chooses to initiate an appeal, he will notify in writing the Chairman of EPRAC. The Chairman of EPRAC will contact all concerned parties and request that the division chairman submit to the



Chairman of EPRAC all relevant data. The Chairman of EPRAC will set the date for the committee's hearing.

2. In all proceedings of the EPRAC each participant will be guaranteed to the right to present witnesses and submit evidence he deems valuable to his case, and EPRAC may ask witnesses to appear and testify.
3. Both parties involved will have two free challenges: each of the parties involved may dismiss two members from the committee and the replacement(s) will be elected by the committee from the pool.
4. At the conclusion of its proceedings the EPRAC will prepare a written report signed by the Chairman and Secretary. (This may include a majority and minority report). The EPRAC's report will be delivered as soon as possible to the division chairman and the faculty member. A copy of the Committee's report will be attached to the final evaluation report in the faculty member's file.
5. The committee will keep a record of its proceedings and a copy of all materials generated by the committee which have been placed in the personnel file. This record will be kept in a special college file for EPRAC.
6. All materials not included in the personnel file will be destroyed after a period of no less than four and no more than five years.
7. At any time during the hearing, the initiator may terminate the proceedings. In this case, a statement that the initiator

introduced and dropped the petition will, only at the faculty member's request, be forwarded and attached to the copies of the final evaluation report.

- v. in the event that either the Faculty Association or the Board of Trustees anticipates or experiences a problem with the implementation of the policies and procedures defined herein, that party may petition the other to reconvene the Joint Faculty-Administration Committee on Evaluation. The Committee must be reconvened to consider alterations to these policies and procedures set forth in the Evaluation Practices, Review and Appeals. Such changes or supplements as the Committee may recommend are subject to the approval of both the Faculty Association and the Board of Trustees according to the procedures in VI below.
- vi. The processes of evaluation stated herein shall apply only after a secret mail ballot ratification by the faculty and approval of the Board of Trustees. Ratification shall be defined as the approval by 2/3 of the total number of faculty members from whom ballots are received. Ballots shall be counted by the Joint Committee on Evaluation.

### CRITERIA FOR EVALUATION OF TEACHING FACULTY

Under each of the areas of evaluation, suggested criteria on which the evaluation in that area is to be based are shown. These evaluative criteria may be viewed as parameters which define the institutional role of a teaching faculty member at Burlington County College. Therefore, objectives set by the faculty member as a basis for his evaluation should be structured so as to lend themselves to assessment using these criteria. An objective may satisfy more than one criterion. Conversely, any one criterion might be satisfied by more than one objective. The criteria shown are not meant to be all inclusive nor is it intended that each criterion will necessarily apply to each faculty member's objectives. However, each asterisked criterion is considered mandatory.

Student evaluation is an essential element in any systematic approach to instruction. Upon mutual agreement, between the faculty member and his/her evaluators, student surveys may be used as part of the evaluation process. The role of these surveys, their relative weight and their content shall also be subject to the mutual agreement of all parties at the time the criteria and methods of the evaluation are established. In the event that mutual agreement cannot be reached in any of the above matters, the issue shall be placed before the EPRAC for resolution.

#### 1. Criteria for Evaluation of Instructional Performance

##### A. Instructional Performance--Preparation

- \*1. Develops clearly defined and appropriate goals.
- \*2. Uses appropriate diagnostic procedures and instruments to ascertain student needs.
- \*3. Strives to identify in performance terms the cognitive and/or

affective objectives which students are to achieve in each learning sequence and the conditions under which they are to demonstrate the degree to which they have attained these objectives.

4. Selects content and organizes course so as to demonstrate a specific knowledge of subject matter as well as an understanding of the principles of continuity, sequence, and integration.
  - \*5. Develops and/or uses instructional strategies which enable students to achieve specific learning objectives.
  6. Provides for alternative methods of instruction to meet the needs of different students.
  7. Is aware of and selects learning resources appropriate to the specified learning objective, utilizing as fully as possible the unique learning resources and environment provided by Burlington County College.
  8. Attempts to develop interdisciplinary experiences for students.  
(Relates learning materials to that of other courses, etc.)
9. Instructional Performance--Implementation
- \*1. Shows concern for the academic welfare of students, (e.g., endeavors to motivate students to achieve learning objectives).
  - \*2. Communicates effectively at level appropriate to the ability of students to understand and assimilate.
  - \*3. Prepares thoroughly for each learning activity.
  - \*4. Maintains an atmosphere conducive to the learning situation (e.g., Avoids and/or curtails inappropriate student or teacher behavior.)

- \*5. Fosters an atmosphere of respect in relationships with students.
- C. Instructional Performance--Evaluation of Results of Instruction
  - \*1. Uses appropriate evaluative instruments which effectively measure the degree to which the student has achieved the goals and objectives of the learning sequence.
  - \*2. Is fair and reasonably prompt in evaluation of student performance.
  - \*3. Establishes clearly defined grading procedures and standards in accordance with the grading policy of the College.
  - \*4. Collects and uses feedback from experience with students to revise and update content, objectives, and instructional strategies.
- ii. Responsibilities as a Member of the College Community
  - A. Effectively serves on and/or chairs Divisional and College-wide committees.
  - \*B. Assumes divisional responsibilities.
  - C. Uses his professional skills and abilities in community affairs.
  - \*D. Properly and promptly performs routine administrative duties (reports, forms, grades, etc.).
  - E. Accepts responsibilities for performing institutional tasks beyond normal assignments, (e.g., organizes and conducts conferences, prepares funding proposals, acts as advisor to student groups and clubs, etc.).
  - \*F. If assigned student advisees, competently performs duties as outlined in the Faculty Advisor's Handbook.

- \*G. Is punctual and consistent in attending scheduled meetings with students (class, labs, office hours, appointments, etc.)
- \*H. Shows evidence of professional growth by at least one of the following activities:
  - 1. Relevant advanced study.
  - 2. Activity in local, state, and national professional organizations.
  - 3. Participation in independent study and workshops, in-service training, seminars, conferences, etc.
  - 4. External publications.
  - 5. Other
- \*I. Conducts himself personally and professionally in a manner commensurate with the AAUP Collective Code of Ethics as outlined in the Board of Trustees-Faculty Association Collective Agreement, Article VIII B, pp. 52-54. (Reproduced below)

Board of Trustees-Faculty Association Collective Agreement

Article VIII B, pp. 52-54

B. Professional Behavior

1. The Board and the Association jointly recognize the following Code of Ethics as an acceptable criterion of professional behavior.
  - a. The professor, guided by a deep conviction of the worth and dignity of the advancement of knowledge, recognizes the special responsibilities placed upon him. His primary responsibility to his subject is to seek and to state the truth as he sees it. To this end he devotes his energies to developing and improving his scholarly competence. He accepts the obligation to exercise critical self-discipline and judgment in using, extending, and transmitting knowledge. He practices intellectual honesty. Although he may follow subsidiary interests, these interests must never seriously hamper or compromise his freedom of inquiry.
  - b. As a teacher, the professor encourages the free pursuit of learning in his students. He holds before them the best scholarly standards of his discipline. He demonstrates respect for the student as an individual, and adheres to his proper role as intellectual guide and counselor. He makes every reasonable effort to foster honest academic conduct and to assure that his evaluation of students reflects their true merit. He respects the confidential nature of the relationship between professor and student. He avoids any

exploitation of students for his private advantage and acknowledges significant assistance from them. He protects their academic freedom.

- c. As a colleague, the professor has obligations that derive from common membership in the community of scholars. He respects and defends the free inquiry of his associates. In the exchange of criticism and ideas, he shows due respect for the opinions of others. He acknowledges his academic debts and strives to be objective in his professional judgment of colleagues.
- d. As a member of his institution, the professor seeks above all to be an effective teacher and scholar. Although he observes the stated regulations of the institution, provided they do not contravene academic freedom, he maintains his right to criticize and seek revision. He determines the amount and character of the work he does outside his institution with due regard to his paramount responsibilities within it. When considering the interruption or termination of his service, he recognizes the effect of his decision upon the program of the institution and gives due notice of his intentions.
- e. As a member of his community, the professor has the rights and obligations of any citizen. He measures the urgency of these obligations in the light of his responsibilities to his subject, to his students, to his profession, and to his institution. When he speaks or acts as a private person, he avoids creating the impression that he speaks or acts for his college or university. As a citizen engaged in a profession that depends



upon freedom for its health and integrity, the professor has a particular obligation to promote conditions of free inquiry and to further public understanding of academic freedom.

2. The Association accepts the responsibility of dealing with ethical problems in accordance with the terms of the Code.
3. Alleged breaches of this code of Ethics shall be promptly reported to the offending faculty member and the President of the Association.

APPENDIX C

## Burlington County College

BOARD OF TRUSTEES

Title: Affirmative Action and Equal  
Opportunity Employment

No. 156

Date: May 16, 1972  
Supersedes:

1. Equal Opportunity Policy:  
Burlington County College is, and has been since its inception, an Equal Opportunity Employer offering employment, transfers and promotions solely on the basis of demonstrated qualifications for the position involved without regard to race, creed, sex, religion, or national origin.
2. Affirmative Action Policy:  
In order to extend equal opportunity policy into a specific action program resulting in more formalized and aggressive implementation, as well as to support the national movement toward rectifying the employment inequities experienced in the past by various groups, the Board of Trustees establishes the Burlington County College Affirmative Action Program. Its basic premise is to follow a positive plan of action in seeking ways to effect equal opportunity employment. This program carries with it a specific awareness of, total commitment to and performance in correcting and/or preventing any inequities in employment practices. It will require that the college community make every conscious and conscientious effort in good faith to assure maximum utility of minority group members and women in all areas and at all levels of its work force. Active recruiting of members of minority groups and women as candidates for employment as well as specific effort to provide optimum opportunities for their promotion and transfer to broader career experiences and to utilize potential skills shall be fully implemented under this program.

Finally, the College will institute uniform procedures aimed at alleviating discrimination in college construction projects by requiring construction contractors and subcontractors who deal with the College to comply with a proposed Burlington County College Contract Compliance Program Policy. The policy will be established, based on models currently under review, for both legal and ethical compliance with existing and anticipated statutes and practices.

Approved by:

  
Lewis M. Parker, Chairman

  
N. Dean Evans, Secretary

## APPENDIX C

# Burlington County College

### ADMINISTRATIVE PROCEDURE

Title: Affirmative Action and Equal  
Opportunity Employment

No. 157

Date: April 11, 1973  
Supersedes:

1. Purpose: To implement on a continuing basis Board Policy 156 on this topic and to ensure that all personnel policies and procedures are administered in an affirmative and equal manner.  
  
Note: Minority group members include American Indian, Negro, Oriental, and Spanish-surnamed individuals. Women are also covered by this procedure.
2. Assignment of Responsibility
  - a) General operational responsibility rests primarily with the Personnel Administrator.
  - b) Each College Administrative officer shall be responsible for implementation of the procedure in his functional division of the College.
  - c) Every supervisor shall be responsible for procedural implementation in his or her area of authority.
3. Communication

The Personnel Department shall inform the College Community of provisions of the policy and procedure.
4. Minority and female employment profile analyses shall be conducted as deemed necessary by the College Administration and may include the following:
  - a) Statistical analysis and evaluation of work force to determine its composition by race and sex and indicate utilization of minorities and women monthly.
  - b) Attitude analysis of work force.
  - c) Establishment of goals for minority and female employment and time-tables for completion of same.
5. Specific Affirmative Action Measures
  - a) Employee performance counseling
    - (1) Supervisor and appropriate dean shall meet with any employee who is not performing satisfactorily in his job. If counseling fails to elicit satisfactory performance from the employee, the decision of whether or not to terminate the employee will be determined by the appropriate dean and the supervisor, not unilaterally by the supervisor. This counseling requirement

## APPENDIX C

# Burlington County College

### ADMINISTRATIVE PROCEDURE

Title: Affirmative Action and Equal  
Opportunity Employment

No. 157

Date: April 11, 1973  
Supercedes:

prior to termination need not be fulfilled when immediate termination is justified as in the case of an employee committing a criminal act. The Personnel Administrator shall serve in an advisory capacity in all cases of proposed termination.

Written records of any counseling sessions shall be maintained and reviewed by the three aforementioned parties.

Following this procedure should provide College-wide uniformity in decisions to terminate employees and may result in the retention of employees who otherwise might have been unjustly terminated.

- (2) When an employee resigns or is terminated by the College, an exit interview shall be conducted by the Personnel Department. One purpose of this interview will be to try to determine the exact reason that the employee is terminating and particularly whether administrative, economic, technical, or equality of opportunity factors are involved.

#### b) Recruitment Procedures

- (1) All position vacancies (administrative, instructional, and non-instructional) shall be advertised internally via the Newsletter or special memorandum. Student position vacancies shall be advertised in the Hotline. The only exception to this procedure will be temporary jobs of less than seven weeks anticipated duration. At least five working days shall elapse between the date a position is advertised and the date an applicant is selected.
- (2) Hiring of employees shall be centrally coordinated as follows:

Administrative:	President's Office
Instructional:	Dean of Instruction and/or Dean of Student Development
Non-Instructional:	Personnel Department
Student:	Personnel Department (except that those positions involving student financial aid shall be processed by the Office of the Director of Financial Aid)

## APPENDIX C

# Burlington County College

### ADMINISTRATIVE PROCEDURE

Title: Affirmative Action and Equal  
Opportunity Employment

No. 157

Date: April 11, 1973  
Supercedes:

- (3) Utilize recruitment sources of minority groups and women such as personal referrals, advertisements in minority publications, distribution of notices of position vacancies to minority organizations and educational institutions, etc.
- (4) Written justification on Interview Report Form shall be required of every supervisor to support his selection of a candidate for employment; all applicants must be ranked by the employing supervisor. Such justification and ranking structure shall be submitted to the Personnel Department.
- (5) Promotion - continually analyze potential of employees and identify those ready for promotion. Where additional training is needed, counsel employees to advise them of their potential and suggest methods of obtaining the training and education including courses available at the College needed to qualify them for promotion.

Written justification and ranking of all candidates shall be required by every supervisor to support his selection. Such records shall be maintained in the Personnel Department.

c) Accurate Job Description Maintenance

Ensure that only necessary qualifications and actual duties are reflected to provide maximum employment and job mobility opportunities for all individuals.

6. Internal Auditing System

- a) Monitor all hiring and maintain complete records on applicant flow and justification to substantiate employee selections.
  - b) Maintain complete records of all personnel actions.
7. Take such other actions as deemed necessary by College Administration to implement policy.

## APPENDIX D

### Payday Schedule - Fiscal Year 1975

July	12, 1974 26	January	10, 1975 24
August	9 (**) 23	February	7 21 (**)
September	6 20	March	7 21
October	4 18	April	4 18 (**)
November	1 (**) 15 27	May	2 16 30
December	13 (**) 24 (*)	June	13 (**) 27 (*)

(\*) No PERS or TIAA deductions.

(\*\*) Applicable overload and adjunct checks will be prepared. Issuance, however, will be in accordance with the Faculty Collective Agreement or college policy.

The pay dates for regular faculty members (collective bargaining unit) who may be under contract to teach the Summer term begins with the pay date of July 12, and continues on the successive dates of July 26 and August 9.

# INDEX FOR COLLECTIVE AGREEMENT

<u>ITEM</u>	<u>PAGE NO.</u>
Academic Freedom	54
Affirmative Action and Equal Opportunity Employment (Appendix C)	110
Appointment of Adjunct Faculty	13
Appointment of Instructional Staff	10
Association Liability	6
Association Rights and Responsibilities	5
Bereavement Leave	42
College Events	53
Contract Alternatives	25
Contract Content	16
Evaluation of Personnel	20
Evaluation Practices, Reviews and Appeals (Appendix B)	92
Exchange Teaching Leave	46
Extension of Leave	46
Grievance Procedure	62
Health Insurance	49
Holidays - 12-month personnel	48
Indemnification Against Civil Liability	50
Instructor's Course and Classroom Rights and Responsibilities	59
Instructional Workweek	28
Jury Duty/Legal Leave	43
Leaves and Absences	37
Load Formula (Appendix A)	73
Long Term Leave	44
Management Rights and Responsibilities	4
Method of Payment	36
Military Leave	43
Negotiations Procedures	2
Nondiscrimination Provisions	9
Non-reappointment	12
Office Hours	28
Outside Employment and Course Work	59
Overload and Underload	23
Payday Schedule (Appendix D)	114
Payroll Deductions	7
Personal Leave	40
Personnel Files	70
Professional Behavior	55
Professional Improvement	51
Promotion in Rank	36
Reappointment	10
Recognition	1
Reduction in Staff	19
Resignations	13
Retention of Instructional Staff	10

ITEMPAGE NO.

Sabbatical Leave	41
Salaries	33
Short Term Leave	44
Sick Leave Salary Continuation Plan	37
Summary of Agreement	72
Summer Assignments	16
Summer Fellowships	36
Summer or Spring Term Load Under Supplemental Contracts	26
Switching Assignments	30
Teaching Faculty Contract Year	10
Teaching Load	22
Tenure	58
Tuition Remission	50
Use of College Property	6
Vacation Leave - 12-month personnel	46
Workmen's Compensation Insurance	50



